File Microcopies of Records in the National Archives: No. 112

Roll 49

DESPATCHES FROM UNITED STATES CONSULS IN SHANGHAI, 1847-1906

Volume 49

October 3, 1902 - October 31, 1903

THE NATIONAL ARCHIVES

Washington: 1947

INTRODUCTORY NOTE

The volume microcopied on this roll has the following backstrip title: "49 / Consular / Letters. / Shanghai. / October 1, 1902, / October 31, 1903." It contains despatches, with enclosures, addressed to the Department of State from United States consular officials at Shanghai, China, between October 3, 1902, and October 31, 1903. The contents are registered on Roll 1 of the microcopy.

The volume is part of a body of records in the National Archives designated as Record Group No. 59, General Records of the Department of State. It is volume 49 of a series generally referred to as Consular Despatches, Shanghai.

49

Consular Letters.

Shanghai.

October 1. 1902

~~October~~ 31. 1903

Bureau of Indexes and Archives

No. CONSULAR BUREAU.

Consulate-General of the United States,

Shanghai, Oct. 3rd, 1902.

Mr. John Goodnow

To the Department of State.

Sir:

Encld. by form.
For. Rel. 1902.

Subject:

Marriages.

Abstract of Contents.

Transmitting marriage certificates of Leon Price and Leah Shamovitch and Edmond Rensselaer Lyman and Alice Mari Bell.

3rd. ASST. SECRETARY. NOV 11 1902

CONSULAR BUREAU. NOTED.

CONSULAR BUREAU. NOV 11 1902 DEPARTMENT OF STATE.

FILED NOV 25 1902 INDEX BUREAU

No.

Consulate-General of the United States,

Shanghai, October 3rd, 1902.

Honorable A. A. D. Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to transmit herewith two marriage certificates, one of Lion Peirce and Leah Khanovitch and the other of Edmond Renselaer Lyman and Alice Maud Bell.

I have the honor to be

Sir

Your obedient servant

John Goodnow

Consul General

Enclosures: 2.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU NOTED

Consular Office of the United States of America

SHANGHAI, CHINA Sept 29 1902

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this 29th day of Sept A. D., 1902, at US Consulate in the city of Shanghai: Leon Pearce, aged 28 years, born in Aurora Ills and now residing in Shanghai, and Leah Khanmovitch, aged 24 years born in Odessa Russia, and now residing in Shanghai, were United in Marriage before me, and in my presence, by Rev John R Hykes D.D., who is authorized by the laws of Penn to perform such a ceremony.

In Witness Whereof *I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this* 29 *day of* Sept, *A. D. 1902, and of the Independence of the United States the* 126th

[L. S.]

John Goodnow
Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU. NOTED

Consular Office of the United States of America

SHANGHAI, CHINA Sept 29 1902

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this 29 day of Sept A. D., 19 , at St Johns Church Pro Cathedral in the city of Shanghai Edmund Roselan Lyman, aged 29 years, born in Longmont Colorado USA and now residing in Shanghai, and Alice Maria Bell, aged 25 years born in Omaha Neb, and now residing in Ney York, were United in Marriage before me, and in my presence, by Rt. Rev. Bishop F R Graves, who is authorized by the laws of New York to perform such a ceremony.

In Witness Whereof *I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this* 29th *day of* Sept, *A. D.* 1902, *and of the Independence of the United States the* 126th

[L. S.]

John Goodnow

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

P06
U+

CONSULAR BUREAU.

TELEGRAM RECEIVED.

3rd. ASST. SECRETARY
OCT 7 1902

b Sout

MENT OF STATE
4 01 PM 1902
CLERK'S OFFICE
RECEIVED

From Shanghai

Oct 6, 1902.

Received 4 08 PM.

Secretary of State

Washington

Nanking viceroy dead

Goodnow

Confirmed Oct 11/02

Consular Bureau.
OCT 7 1902

Confirm

CONSULAR BUREAU
NOV 8 1902
DEPT OF STATE
3rd. ASST. SECRETARY.
NOV 11 1902

No. 487

Consulate-General of the United States,
Shanghai Oct 8, 1902.

Mr. Goodnow

To the Department of State.

File

CONSULAR BUREAU.
NOV
11
1902
DEPARTMENT OF STATE

Subject:
466. 467. 468

Abstract of Contents.

No mail written

INDEX BUREAU
NOV 13 1902
LETTERS

No. 487.

Consulate-General of the United States,

Shanghai Oct. 8 1902. , 190 :

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Replying to your # 334 of August 28, in which you say that you have not received my numbers 466, 467, and 468;- I can only say that no such numbers were written. I have b beenmuch busier this summer than any summer since I have been in Shanghai. Hence I presume that I have been inadvertent in many particulars. I do not however think that any of these have been in important matters.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

Noted on index
L.D.

CONSULAR BUREAU.
RECD NOV 8 1902 DEPT OF STATE
3rd. ASST. SECRETARY. NOV 11 1902

No. 488

Consulate-General of the United States,

Shanghai Oct 10, 1902.

Mr. Goodnow

To the Department of State.

CONSULAR BUREAU. NOV 11 1902 DEPARTMENT OF STATE

Subject:

Oath of Viceroy at Nanking

Abstract of Contents.

INDEX BUREAU RECD NOV 13 1902

No. 488

Consulate-General of the United States,

Shanghai, Oct. 10th, , 1902.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to confirm my telegram of Oct. 6th as follows:

"Secstate, Washington. Nanking Viceroy dead. Goodnow."

I am, Sir,

Your obedient servant,

Consul General.

CONSULAR BUREAU

Ack. by Number and File.

aag

DEP'T OF STATE
NOV
11
1902
2ND ASST SECRETARY

CONSULAR BUREAU
RECD
NOV 8 1902
DEPT OF STATE

No. 469

Consulate-General of the United States,

Shanghai Oct 10, 1902.

Mr. Goodnow

To the Department of State.

Ans by form
Nov 12/02.

CONSULAR BUREAU.
NOV
11
1902
DEPARTMENT OF STATE

Subject:

Specific Tariff

Abstract of Contents.

Confirming telegrams

GEN'L INDEX BUREAU
NOV 13 1902

No. 489

Consulate-General of the United States,

Shanghai, Oct. 10th, , 1902

Honorable John Hay,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to confirm your dispatch of Oct. 7th "Goodnow, Shanghai. Sign for Sharretts nunc pro tunc Chinese Tariff agreed upon August 29th."

and my reply of Oct. 8th "Secstate, Washington. Signed Specific Tariff Sept. 6th; mailed documents 10th. Goodnow."

On August 14th I had received thefollowing. "Goodnow, Shanghai. You are authorized revised Tariff. Advise Sharretts Treasury desires early return to Post. Need not wait to sign. Adee, acting."

On August 27th I received thefollowing. "Goodnow, Shanghai. If Chinese Commissioners raquest you may jointly sign Sharretts tariff. Adee Acting"

Acting under that authority, on receipt of a letter from the Chinese Commissioners asking me to meet with them Sept. 6th to sign the Tariff with them, I signed the Tariff on Sept, 6th and mailed you all the documents on Sept. 10th in my 479.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

CONSULAR BUREAU.
PLEASE REPORT.
H.D.S.

RECD NOV 8 1902 DEPT OF STATE

2nd ASST. SECRETARY
NOV 11 1902

No. 490

Consulate-General of the United States,
Shanghai Oct. 11, 1902.

Mr. Goodnow

To the Department of State.

Noted
BUREAU OF APPOINTMENTS
APR 24 1903
Department of State.

Subject: Ans by ltr Nov 17/02
Mr. Kinnosi asked further Dec 2/02

RECEIVED
NOV 17
1902
DEPARTMENT OF STATE

Abstract of Contents.

Letter from Am. Asso^n
Mng Reform -

" " Minister at Peking

See 11/14 of Oct 11/02 from Minister at Peking
See 1135 Nov 3/02

INDEX BUREAU
NOV 18 1902
FILED

No. 490.

Consulate-General of the United States,

Shanghai Oct. 11 1902. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith copy of letters from

1- R. E. Lewis, Sec'y American Association,

2- my reply thereto

both with regard to a complaint lodged with that Association against me by a Mr. Ede, Agent for the Union Insurance Co. of Canton.

I send you these for your information, as Mr. Ede insinuates that I received a sum of money for allowing the steamer Kiangsi to be transferred to an American; and that I refused to make an enquiry into the loss of the steamer when requested so to do by the American owner.

Both the insinuation and statement are untrue.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Shanghai, August 29th, 1902

John Goodnow, Esq.,

U. S. Consul General.

Dear Sir:

I am instructed by the Committee of the American Association to lay the following facts before you. The Committee is in possession of letters from C. Montague Ede, Esq., Agent of the Union Insurance Society of Canton, from which it appears that in 1900 the steam ship Kinagsi, previously flying the Chinese flag, was upon application of Joseph Seymour, an American citizen, transferred to the American flag and registered in the American Consulate General at Shanghai in his name. The fee paid by the owners of the s. s. Kiangsi for this privilege were, gold $101.74 and Tales 500.00 It also appears that the officers and crew of the ss. s. Kiangsi paid $4.00 gold, each, for renewing their articles at the Consulate-General, and that this payment was made twice a year.

On or about July 9th the s. s. Kiangsi was wrecked on the China coast and became a total loss.

We are also informed that, in view of the fact that this vessel had been duly registered in the Consulate-General at Shanghai, and had received the authority of that office to fly the American flag, and had been regularly recognized by that office by its acceptance from time to time of fees from the ship, an application on behalf of the owner, the Captain, and the Union Insurance Society of Canton- which company was interested to the extent of Tls 50,000.00- was made to the U. S. Consulate General for a Court of Enquiry into the loss of said steamer and that this application was refused.

We understand that through the courtesy of the Consul General for Sweden and Norway and unofficial enquiry was held at his residence, as the Captain was a Swede. But no official enquiry has yet been held.

As the interests directly involved in this case are considerable, and as it is important to the large mercantile interests involved in similar possible cases, and for general information to all merchants and ship owners, I am instructed to respectfully request you in reply to state,-

1 Was the application for a Court of Enquiry into the loss of the s. s. Kiangsi denied, and upon what grounds?

2.- Also will you kindly state what is the jurisdiction of your Court over foreign built vessels registered at the U. S. Consulate-Generalm, and allowed to fly the American flag? Or in other words, after ships have been thus duly registered etc., what is their status?

3.) Will you kindly furnish the Committee with the scale of charges for transferring vessels and steamers to the American flag and registering them at the U. S. Consulate-General in Shanghai?

I have the honor to be

Sir,

Your obedient servant,

(signed) Robert E. Lewis

Hon. Sec.

CONSULAR SERVICE, U. S. A.

Shanghai, Oct. 10th, 1902

R. E. Lewis, Esq.,

Secretary American Association,

Shanghai.

Sir:

I beg to acknowledge receipt to your letter of Aug. 29th, sent to me in September after my return from Japan. The great pressure of business in this office during the past month must be my excuse for delay in replying to you. I will reply very fully, giving you the true facts in the matter of which Mr. Ede has complained to you but regarding which he has never complained to me.

In August 1900 Capt. Seymour, a well known American pilot, of ample means, came to me with a duly executed bill of sale to him of the steamer Kiangsi; and asked that it be recorded here; and that he be given authority to fly the American flag. I required the Chinese seller to appear and to make affidavit to the bona fides of the bill of sale. This he did. Being thus satisfied, and the papers presented me being in order, I registered them and gave Captain Seymour the proper certificate to that effect. He paid the usual fees for copying and

certifying. We did not pay to me either personally or as official or unofficial fee Taels 500.00 or any other sum or sums than as above stated. The Chinese seller did not pay anything to me or to this office. I make this statement broadly as I am told that a member of your Committee has said that a photograph of a native bank order for Tls. 500.00 said to have been paid through this Consulate General, has been shown your Committee. Undoubtedly many native bank orders go through this Consulate. And yet no order went through here which had any thing to do with the registration of the Kiangsi by me. (See letters enclosed)

After the wreck of the Kiangsi, the Captain, a Swedish subject, asked the Deputy Consul General, verbally, that this office should make an investigation of his conduct as otherwise he would be under a cloud and find it hard to obtain employment. Mr. White referred the matter to me. I decided that I would not make any investigation unless asked so to do by the American owner or by some party interested who might bring complaint against the American ship or owner. The next day a young man came to the Deputy Consul General; said that he came from an insurance company (name not given); and asked why we would not make an investigation of the Captain's conduct

as the Captain had requested. Mr. White explained to him that the Captain was a Swede and that this Consulate had no jurisdiction over him personally, the vessel not being American built and registered. The young man expressed himself as satisfied and went away. No other application in this matter was ever made to this office. The Union Insurance Co. nor any of its officers ever made any application to me in the matter; nor did Mr. Seymour. The statement quoted in your letter as made to you that the owner, the Captain, and the Union Insurance Co. of Canton, had made an application to this office for a Court of Enquiry into the loss of said steamer and that that application was refused, is absolutely untrue.

The Captain of the Kiangsi, being a Swede, at our suggestion made application for the investigation of his personal conduct to the Swedish Consul General who made such investigation and declared the Captain blameless for the loss of the vessel. The Swedish Consul General tells me that the Captain can have no complaint.

That is the whole story of the Kiangsi so far as I know it. If Mr. Ede or his company desired a Court of Enquiry he should have asked it of me. If he had complaint against me or this office he should have made it at once to the Department of State. This, I am glad to say, he

has now done. He has written that I have been furnished with a copy of everything in the matter. That is not true. I have never had anything from Mr. Ede or his company; and know nothing of his or its complaint except as quoted in your letter.

Now to your questions.

1- No application was made by the owner of the Kiangsi nor by any one as against ship or owner for an enquiry into the loss of the steamer Kiangsi. The only request in the matter which was made was made by the Captain and was for an investigation of his personal conduct. As I had no jurisdiction over him and could not suspend him nor take away his masters certificate if he was blameworthy I declined to make the investigation he asked.

2- The right of an American living abroad to purchase a vessel for use abroad is the same as his natural right to purchase any other property and such vessel is entitled to the same protection and is liable in the same way as any other property owned by an American. The flag is put up as an evidence of ownership; although, the vessel not being allowed by law to be registered, the flag does not

give jurisdiction over the crew any more than the American flag over a house or a piece of land in China gives American jurisdiction over the servants or employees therein or thereon. Foreign built vessells are not registered as are vessels built in the United States. The consul records the properly executed bill of sale in his office, authenticates its execution and recording and delivers to the purchaser a certificate to that effect, inserting in the certificate a description of the vessel, tonnage, etc.; certifying also that the owner is a citizen of the United States. This certificate is prima facie (not final) evidence of ownership. A sale in the regular way, with the usual business formalities, to a responsible party, is ordinarily regarded as made in good faith and as entitling the owner to such certificate.

Generally speaking, the status of foreign built ships purchased by Americans is that of other American owned property.

3.- The purchaser of a ship presents his proper papers to the consulate. They are signed and acknowledged; duly recorded; a certificate with copy of bill of sale is given him; and he pays the fees, as per published scale, for acknowledging, recording, copying, and certifying.

CONSULAR SERVICE, U. S. A.

If American seamen are signed, the regular official fee is charged. If men are signed who are not American seamen, the same fee is charged as unofficial. The foreign built vessel is not exempt from tonnage dues and other Consular fees as is an American built vessel. The scale of fees is published and is hung up for every one to see in the Consulate. It is printed in the Hongkong Directory and I will be glad to show it to you here at any time.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

C O P Y.

Shanghai, Sept. 5th, 1902

Captain Joseph Seymour,

Shanghai.

Sir:

It is reported that you paid Taels 500.00 to this Consulate for the privilege of transferring the s. s. Kiangsi to the American flag in 1900. Di you make such payment for such privilege? If so, to whom?

Very truly,

(signed) John Goodnow.

U. S. Consul General.

Sir:

In reply to your letter of to-day with regard to Tls. 500 that I was supposed to have paid to the U. S. Consulate for the registration for the s. s. Kiangsi, I beg to state that no such fees were ever paid by me. The only fees that I ever paid at the U. S. Consulate for my ship were about $200.00 for shipping fees, etc.

Yours truly,

(signed) J. Seymour.

Sept. 5th, 1902

CONSULAR BUREAU.
RECD NOV 8 1902 DEPT OF STATE
3rd. ASST. SECRETARY. NOV 11 1902

No. 2

Consulate-General of the United States,

Shanghai Oct. 11, 1902.

Mr. Gowdens

To the Department of State.

Ackg forwd 12/12

CONSULAR BUREAU. NOV 11 1902 DEPARTMENT OF STATE

Subject:

Contract vs Ranyan
(Perjury).

Abstract of Contents.

Report of [redacted]

5

DEPT OF STATE RECD NOV 13 1902 INDEX BUREAU

No. 4

Consulate-General of the United States,

Shanghai, Oct. 11th , 1902.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I enclose herewith the case of Comstock vs Ranger, charge perjury; and its settlement.

These cases between these two men have been particularly troublesome.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

U. S. CONSULAR COURT.

Shanghai, 3rd October.

Before JOHN GOODNOW, Esq.,
U. S. Consul-General (Acting Judicially).

U. S. PEOPLE (S. H. COMSTOCK PROSECUTING) v. J. H. RANGER.

This was a case in which John Henry Ranger, an American citizen, was arraigned for committing perjury to the injury of the prosecutor on a charge, particulars of which have already been published.

Mr. G. F. Curtis appeared for the prosecutor and Mr. White-Cooper was for the defendant.

Defendant having been arraigned, pleaded not guilty.

Mr. White-Cooper at once raised a demurrer to the complaint on the ground that the word "felony" was used to define perjury, which was, he claimed, under the Common Law, a "misdemeanour."

To this Mr. Curtis replied that he was not prosecuting under the Common Law, but under section 5392 of the Revised Statutes of the United States, which provides a punishment for the crime of perjury of five years' imprisonment with hard labour in a penitentiary, and a fine of not more than $2,000, and constitutes it therefore a felony.

His Honour asked what essential difference the wording would make.

Mr. White-Cooper said he would assume that Mr. Comstock had prepared his charges with the greatest care. He had now come forward and sworn this information which contained three strong statements: (1) that perjury had been committed, which defendant denied; (2) that such perjury had been committed in a case entitled the People of the U. S. A. v. Comstock, which defendant denied, there never having been any such proceedings; and then he had gone on to make a statement of fact on which he (Mr. White-Cooper) would like to make a few remarks. He submitted that this was a frivolous and mischievous action.

Mr. Curtis still maintained that the offence charged was a felony and not a misdemeanour.

His Honour again asked what essential difference an alteration of the wording would make to the case.

Mr. Curtis replied that for one thing it would be an inconvenience to the attorney.

His Honour said he would strike out the word "felony," as he did not see that for practical purposes it made any difference. He asked Mr. White-Cooper if he objected to the alteration of the words U. S. People v. Comstock to J. H. Ranger v. Comstock.

Mr. White-Cooper said his client wanted everything tried, but he merely wished to have things correct.

Mr. Curtis maintained that as a matter of fact the proceedings were on the file as the U. S. People v. Comstock. He submitted that the information was correct and clear.

His Honour said he did not want his time taken up with technical points, and he should leave the wording as "John H. Ranger v. S. H. Comstock." Mr. Ranger acted as complainant and as a citizen of the United States in bringing that complaint. Technically, he supposed, the proceedings should have been entitled "U. S. People (J. H. Ranger, complainant) v. S. H. Comstock." Did Mr. White-Cooper wish to move that the charge be dismissed at this sitting?

Mr. White-Cooper said the course he proposed to adopt was to ask that Mr. Comstock be put in the box to answer certain questions.

His Honour—If you are ready to try the case you can put him in the box, but unless you are prepared to go into the whole case I do not propose to take testimony.

Mr. White-Cooper thought it would be better to deal fully with the case at a subsequent sitting, and the Court fixed Wednesday next for the hearing.

Before rising His Honour remarked that he very much deprecated the entire litigation in this business, and that it should have come into the Criminal Court at all. He deprecated the original proceedings against Comstock and he deprecated now those against Ranger. It was an unfortunate frame of mind into which the parties had got, and if there had been more consideration shown all round the trouble should not have arisen. Even now, if they got together as business men, he thought it might be possible to avoid this waste of the time of the Court and the matter could be settled amicably. That would save time and money for both parties and everyone would be better off. He sincerely hoped some means might be found of settling the dispute without a criminal action.

The Court then rose.

U. S. CONSULAR COURT.

Shanghai, 7th October.

Before JOHN GOODNOW, Esq., U.S Consul-General (Acting Judicially).

RANGER *v.* COMSTOCK, AND COMSTOCK *v.* RANGER.

In these cases, a settlement has been arrived at by the withdrawal of all criminal charges on either side. The following documents have been received for publication:—

Shanghai, 7th October, 1902.

JOHN GOODNOW, Esq.
Consul-General U.S.A, Shanghai.

SIR:—With reference to the charges of embezzlement of the funds of Andrews and George made by me against S. H. Comstock, I have thought over the matter carefully and am willing to abide by the judgment of yourself and other friends who know of this matter. I am therefore willing now to state that I do not now believe that S. H. Comstock at any time embezzled the funds of Andrews and George. I do not think that there is, or was, any basis for a criminal suit against Mr. Comstock. I am willing to abide by the decision of the proper U. S. Court in a civil case to determine all disputes between us, to decide on accounts, and to pass on all matters of fact.

J. H. RANGER.

Shanghai, 7th October, 1902.

JOHN GOODNOW, Esq.,
Consul-General U.S.A, Shanghai.

SIR,—With reference to the charge of perjury now pending in your Court against J. H. Ranger in my affidavit, I have thought the matter over carefully, and am willing to abide by the judgment of yourself and other friends who know of the matter. I therefore ask you to dismiss said case, as I do not now believe that J. H. Ranger did commit perjury against me. I am willing to submit all disputes between myself and J. H. Ranger, and for Andrews and George, to the decision of the proper U.S. Court in a civil case to determine all disputes between us, and to decide on accounts, and to pass on all matters of fact.

S. H. COMSTOCK.

CONSULAR BUREAU.

3rd. ASST. SECRETARY.
NOV 18 1902

No. 491

Consulate-General of the United States,

Shanghai Oct 14, 1902.

Mr. [redacted]

To the Department of State.

File.
Cocked. by Journ.
Nov. 18/02.
acell.

Subject:

Mr Fowler's 448

Abstract of Contents.

INDEX BUREAU
NOV 24 1902
FILED

المسرات الكبرى

No. 491

Consulate-General of the United States,

Shanghai, Oct. 14th, , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith Consul Fowler's No. 448. You will note that his copy of memorandum containing sugge stions made by him in connection with the draft of the New Treaty is not sent through this office, although Mr. Fowler has been instructed severaol times by the Department to communicate with the Department through this office.

I have not received any copy of Mr. Fowler's memorandum. I hnderstand that he has given one to Mr. Seaman; if so, we will carefully consider and make recommendations to you concerning any feasible suggestions.

I am, Sir,

Your obedient servant,

Consul General.

See post

#492

to 3d Asst Secy.

4/24/06

Bonus

Post

M&C

CONSULAR BUREAU

BUREAU OF AMERICAN REPUBLICS

MEMORANDUM

Confirm. Mr Conger was cabled Oct 28 to request appointment of Chinese members of Waugh Board.

Nov. 3. 1902.

Dear Adee:

No reply is necessary to Mr. Goodnow.

The Secretary instructed by cable Mr. Conger on the 28th ultimo.

November 3, 1902.

TANT SECRETARY,

OCT. 31 1902

File

26, 1902.

P. M.

Confirmed Nov 6/02

ation unchanged

dered Viceroy to

Viceroy appointed.

GOODNOW

Conservancy.

(Note: This message has been transposed, to read intelligibly. A repetition has been requested of telegraph company. – Cipher Clerk.)

Deciphered by JRB, Chief Clerk's Office, 10.13 A. M.

ANT SECRETARY,

-31 1902

From Shanghai,

October 26, 1902.

Received 8.30 P. M.

RECEIVED
OCT 27 '02
DEPARTMENT OF STATE

Confirmed Nov 6/02

Secretary of State,

Washington.

No Chinese representative appointed. Situation unchanged since my 444, March 15. Government of China ordered Viceroy to appoint representative. Viceroy refused. New Viceroy appointed. Action is undertain. Desire instruction.

GOODNOW

Fw Conservancy.

(Note: This message has been transposed, to read intelligibly. A repetition has been requested of telegraph company. - Cipher Clerk.)

phered by JRB, Chief Clerk's Office, 10.13 A. M.

TELEGRAM RECEIVED IN CIPHER

CONSULAR BUREAU.

3rd. ASST. SECRETARY.
NOV 18 1902

No. # 4917

Consulate-General of the United States,

Shanghai Oct 25, 1902.

Sir.

To the Department of State.

Subject:

Anderson v George

Assault

Abstract of Contents.

report of case

No. 492

Consulate-General of the United States,

Shanghai, Oct. 25th, , 1902.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate) case of Andrews & George vs Comstock.

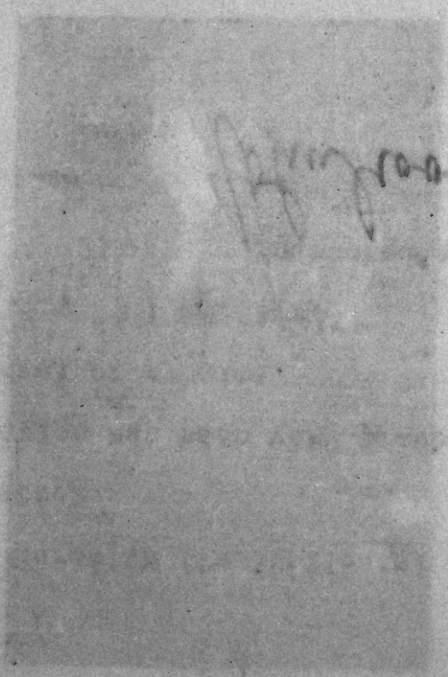
This litigation has been very troublesome and has taken a great deal of my time.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.



Return to
d. Andrews
Dept of State

U.S. CONSULAR COURT.

Shanghai, 14th October.

Before Mr. J. Goodnow, Consul-General (Acting Judicially).

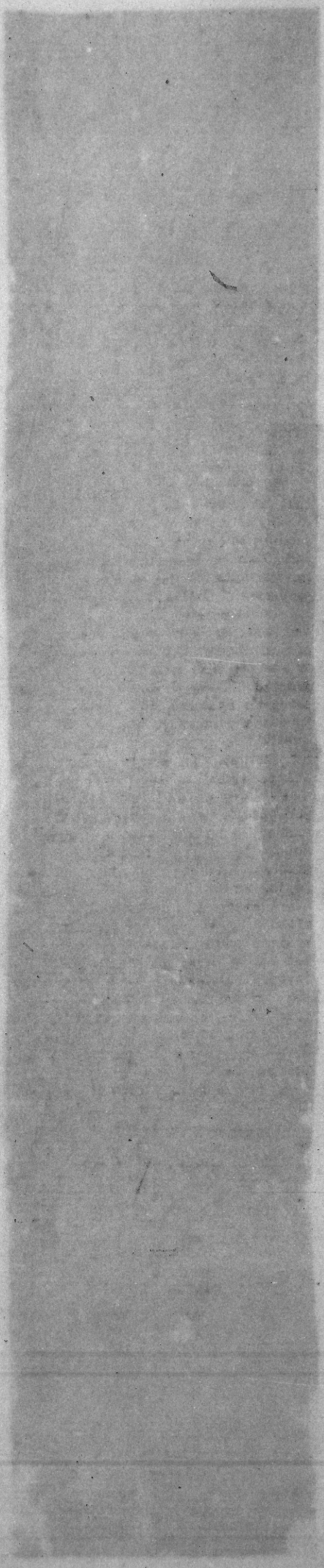
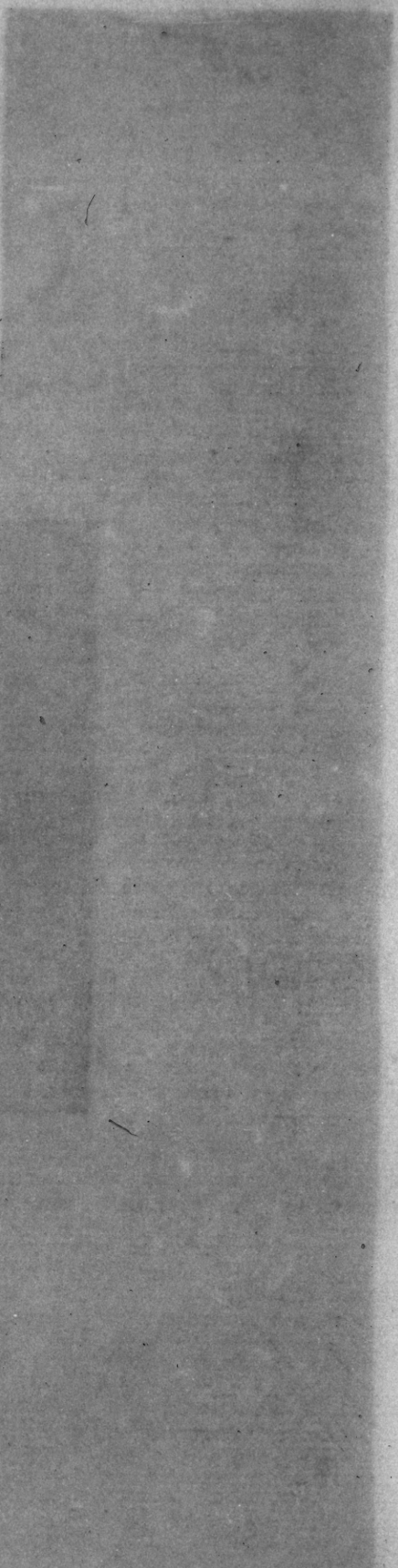
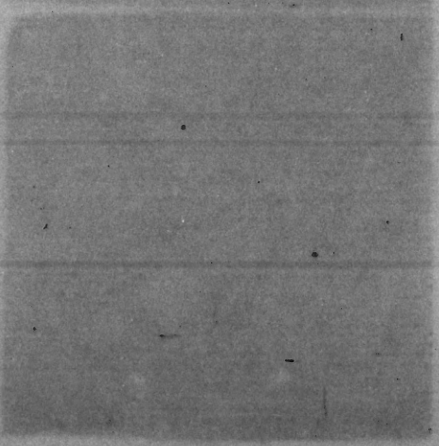
ANDREWS AND GEORGE v. S.H. COMSTOCK.

His Honour said that before this case went on he would like to urge the advisability of attempting to come to some compromise and to settle the matter out of Court if possible.

Mr. White Cooper, who appeared on behalf of the plaintiffs, said he could only agree to an arbitration by Assessors if the money were deposited in Court.

His Honour still urged for everyone's sake concerned, that the matter be settled privately and not publicly, by two Assessors, appointed.

Some discussion arose on this joint, and the case was finally appointed until Wednesday morning.

3rd ASST. SECRETARY.
APR 24 1906
Dept of State

U.S. CONSULAR COURT.

Shanghai, 15th October.

Before the Hon. John Goodnow, Consul-General, and Messrs. Jas. N. Jamieson and A. C. Hunter, Assessors.

ANDREWS AND GEORGE v. C. H. COMSTOCK.

Mr. A. S. P. White-Cooper appeared for the plaintiffs and Mr. George F. Curtis for the defendant.

The plaintiffs' petition in the above case has already appeared in these columns in connection with the criminal proceedings arising out of the original suit, which have since been dropped.

Mr. Curtis asked the Court to call upon the plaintiffs to show cause why they should not be committed for contempt for not having produced the documents called for, at the proper time, and for not having made arrangements for the defendant to inspect the books as the Court had ruled that the defendant had a right to do. Counsel therefore asked that the case should not be allowed to proceed until defendant had an opportunity of inspecting the books.

Mr. White-Cooper submitted that no notice had been given that defendant desired to see the books, otherwise he would have been permitted to see them, though he was not entitled to see the whole of the books for the purpose of fishing out a case.

His Honour held that defendant was entitled to examine the books and directed that an opportunity be afforded him for that purpose.

In reply to Mr. Curtis his Honour said the Court would take no action with regard to the contempt of Court.

Mr. White-Cooper, in opening his case for the plaintiffs, said the action was for the recovery of certain money being proceeds of the sale of goods which defendant sold on plaintiffs' account in Port Arthur. Defendant was engaged as a clerk by plaintiffs under an agreement dated 1st September, 1901, which read as follows:—

1st.—That you devote your entire time and best energies to the promotion of our business.

2nd.—That you are not to engage in any outside business without our written consent.

3rd.—All business contemplated by you is to be subject to our approval, we having the right to reject any business should we for any reason see fit.

4th.—All orders secured by you, only to go forward after being properly accepted and signed by one of the firm or party holding powers to sign the firm name.

5th.—All agencies secured by you to be made in our firm name and to be our property.

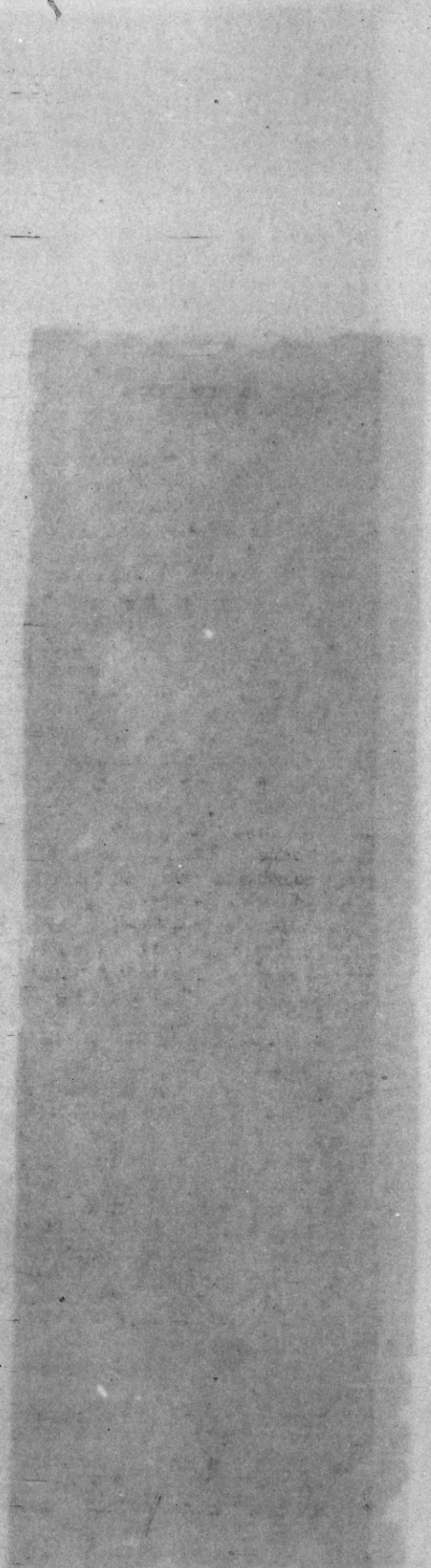
6th.—This contract to be for a period of three years from date. We having the option, however, to discontinue same by giving 60 days' notice in writing should we for any reason find that the results of your department were not satisfactory.

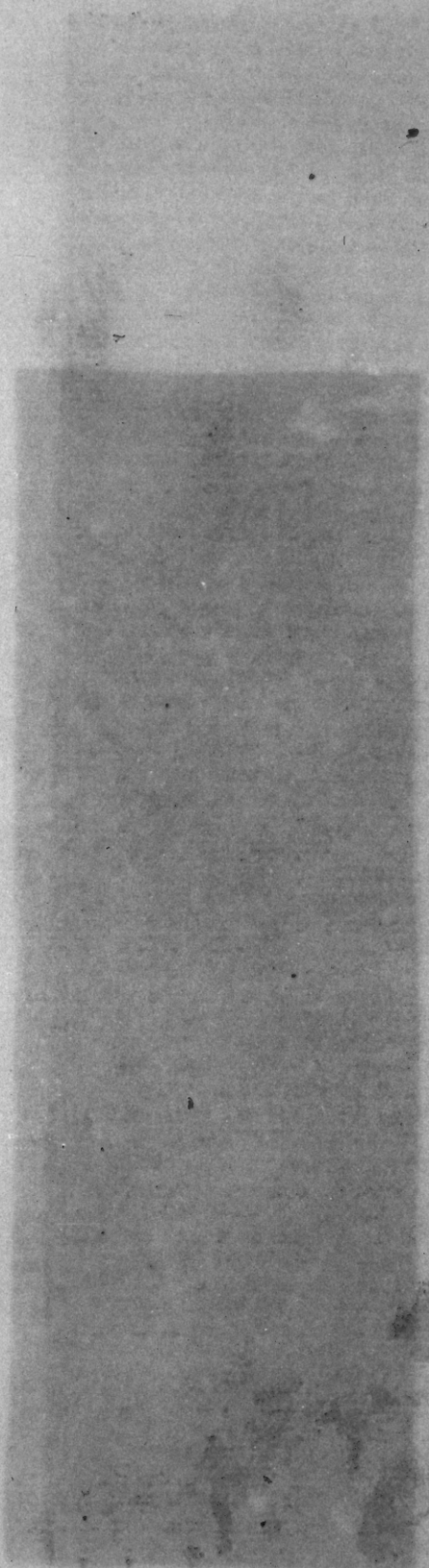
You will also bind yourself that in case this contract is not extended at the expiration of the three years, or some mutually satisfactory arrangement made with you that you will not, without our written consent, start in business in China for your own account or take employment in any other firm in China to carry on a similar business which we may establish through you for a period of two years after the expiration of this contract.

In consideration of the above we agree to pay you a salary of Tls. 100 per month. We further agree to credit you with one per cent commission on all the machinery business which you secure or work up for us, provided we make a profit on same not exceeding 5 per cent; and on all such business on which we make above 7½ per cent we agree to credit you with a commission of 2½ per cent. Our compradore's commission of one per cent on all transactions to be considered as a fixed charge and to be deducted in order to figure our net profit in all cases.

Mr. White Cooper, continuing, pointed out that defendant accepted the agreement in writing. His salary was at the end of 1901 increased by Tls. 50, and subsequently it was increased to Tls. 200 per month as it was found that the commission did not amount to much and it was impossible for the defendant to live here on his original salary. Counsel then referred to certain negotiations for the alteration of the agreement. Defendant suggested that he should receive Tls. 200 per month and ten per cent on the gross profits of the business. This was not acceptable to the plaintiffs and the matter was dropped. Counsel would show by Mr. Ranger's evidence, that owing to defendant's conduct it was out of the question to give him better terms for his services. In March last defendant proceeded to the North on the firm's business and returned to this port once or twice for short periods and handed in certain accounts of business done. In July defendant returned finally to Shanghai when he was pressed to render his account and to hand over the monies in his possession. And after a good deal of pressure an account was rendered showing a balance of over $2000 in plaintiffs' favour. Defendant was pressed to pay in this money and legal proceedings were threatened but still the money was not forthcoming. On July 4, defendant offered to resign but expressed his willingness to remain for a time to settle up accounts and pay the balance due, but the money was never paid and the defendant returned to Port Arthur, whereupon plaintiffs brought an action against him.

Counsel then read the plaintiffs' petition and the defendant's answer which had already appeared in these columns. Defendant put forward a counter-claim alleging that plaintiffs were indebted to him in the sum of $3,117 and also claiming ten per cent on the profits of their Shanghai business. The counter claim was made up partly of a claim for salary, partly for cost of furniture, alleged to have been bought at plaintiffs' request, partly for money alleged to be owing to defendant by plaintiffs' manager Mr. Ranger. Defendant claimed a ten per cent share in the profits from January to June, 1902. This raised the question whether a new agreement had been entered into, and to shorten the proceedings he would suggest that that point be first settled.





Return to

3rd ASST. SECRETARY.
APR 24 1906
Dept of State

His Honour held that the question of the new contract should be argued to the satisfaction of the Court.

Mr. White-Cooper, continuing, said that defendant claimed $1,000 for salary, and the question was whether there was still anything owing to him and whether the other claims made by him were not matters of a purely personal nature between Mr. Ranger and the defendant, and had nothing whatever to do with the present case. Counsel then quoted authority to show that a written agreement could not be overriden verbally, while he would prove that the original agreement had never been varied. As to the claim for $1,000 for salary, it would be shown that defendant had been drawing monies in anticipation of his salary and that instead of the firm owing him anything on that score it was quite the other way. The other claims referred to monies said to be due by Mr. Ranger, which it would be shown had no bearing on this case. He understood that probably Counsel for defendant would, under instructions, endeavour to damage the reputation of the plaintiffs and their manager, but he was sure the Court would know how to estimate a case which needed to be strengthened in that manner.

Mr. Curtis asked leave to make an opening statement of the facts he expected to prove on behalf of the defendant as this was the customary practice in all Federal Courts of the United States as well as in the States' Courts.

His Honour said that such was the case, but as Mr. White Cooper was not familiar with the Federal practice of the U.S. and as British practice did not permit this, he did not wish to confuse Mr. White Cooper by changing the practice to what he was not accustomed to.

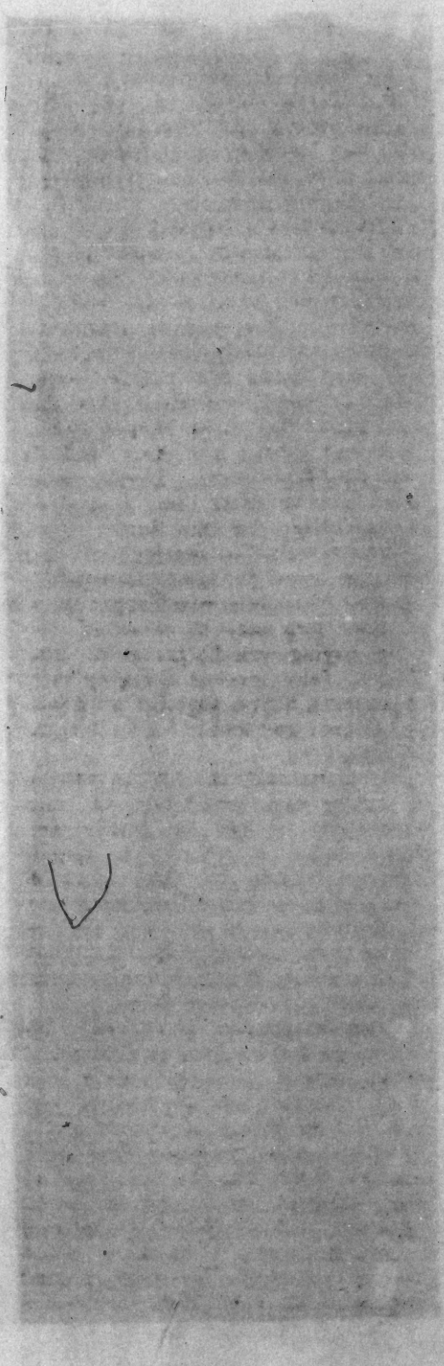
The following evidence was then called.

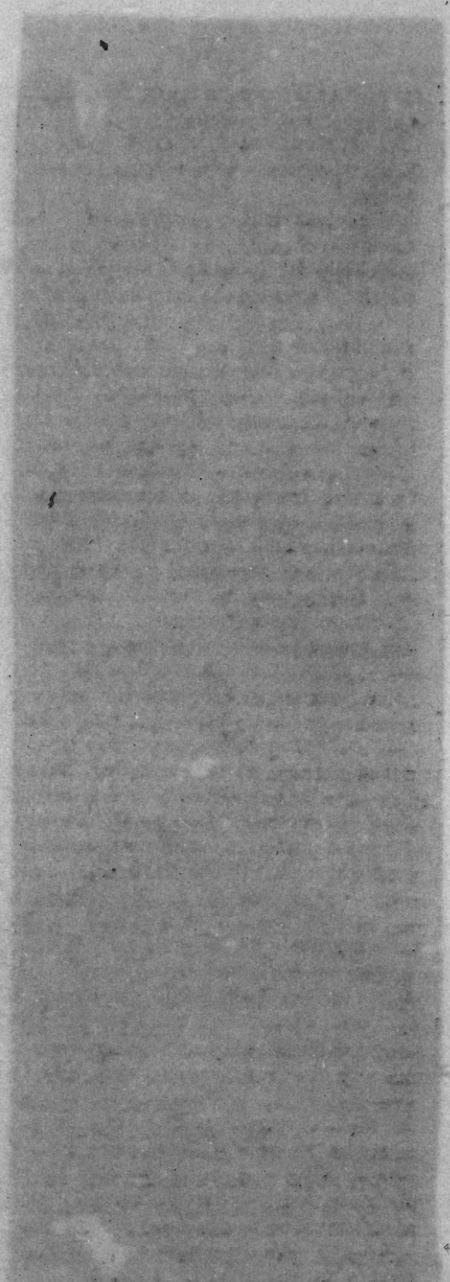
John Henry Ranger, sworn, stated that he was an American citizen and manager of Andrews and George's Shanghai branch. He recognised the agreement produced made between his firm and the defendant, who was engaged on the 1st September 1901. At the end of 1901 defendant's salary was increased by Tls. 50 to date from the 1st September—the date of his engagement. And thereafter his salary was Tls. 200 per month, which was credited to his salary account monthly. Defendant had besides a merchandise account and a loan account. Witness was not the bookkeeper. Defendant was ordered to Port Arthur in March to look after the firm's business generally and specially to attend to a shipment of copper and brass. The question of defendant's commission was not further discussed before his departure. All instructions were sent to defendant from Shanghai and by letters and telegrams, except the original instructions which were given verbally. Defendant was to go to Port Arthur specially to take charge of a shipment of copper and brass. Defendant was not given a power of attorney at first, but had one later on. He thought defendant took goods with him on the first trip. Defendant made in all six or eight trips. He first returned to Shanghai on the 1st April, and rendered the first account in May, when he was here only for a few days. Defendant purchased the copper and brass at Port Arthur about the end of March. About the same time witness contracted the sale of them in Shanghai.

At this stage the Court adjourned till the afternoon.

On resuming Mr. White-Cooper wished to examine Mr. Ranger on the question of the counterclaim, but his honour ruled it out of order.

Mr. Ranger, cross-examined, said that his firm had an agreement with defendant at a salary of Tls. 100 per





Return to

3rd ASST. SECRETARY.
APR 24 1906
Dept of State

month and certain commissions. Defendant's salary was increased to Tls. 150 by way of bonus but the agreement had never been altered.

His Honour held that it was a change of contract so far as salary was concerned.

Cross-examination continued: He paid no commission to defendant on machinery sold, because there were no profits. (Correspondence relating to a transaction in machinery with Geo. H. Penny & Co. put in.) No profit on this particular transaction was credited to defendant because there was a loss on the entire amount of the machinery business done by him during the year, in fact the amount of business secured by him was insufficient to meet expenses. The machinery bought in London cost £97 and was sold here for Tls. 998.

His Honour over-ruled a question by Mr. Curtis as to certain invoices of goods sold to a Chinaman.

Mr. Curtis called for the foreign order book of the firm so that order No. 24 in said book might be produced which contained a description of the soda water machinery sold to one Moy Tay. Counsel also called for the letter book of the firm to be produced which contained a letter to George H. Penny & Co asking them to send two invoices to the plaintiffs. (The book was produced and the letter to Messrs. Penny was read in which it was shown that Mr. Ranger as manager asked for two invoices to be sent one of which was to be 15 per cent. higher than the actual cost price) Counsel then asked for letters received from Penny & Co. in response to this letter to them. This was produced in Court and showed that Messrs. Penny in answer to Mr. Ranger's request for two invoices asked what he meant and whether he wanted the invoice for the purpose of showing to customers. Messrs. Penny said that they were not accustomed to do this kind of business.

Mr. White-Cooper objected to the production of these letters but afterwards withdrew his objection.

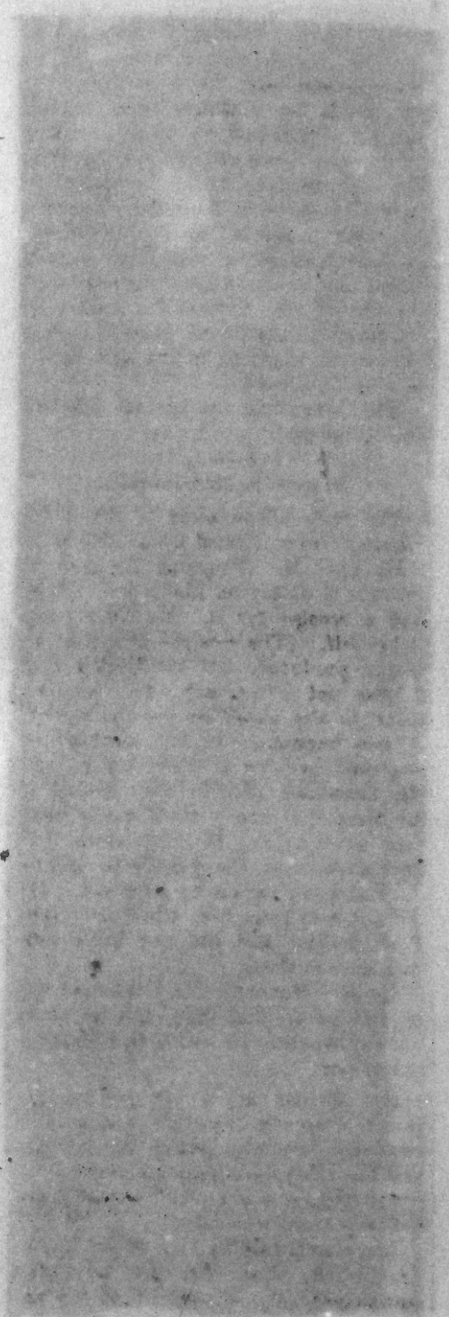
Mr. Curtis maintained that if he could show that plaintiffs did business with two invoices one higher than the actual price, then he could prove that plaintiffs were swindling.

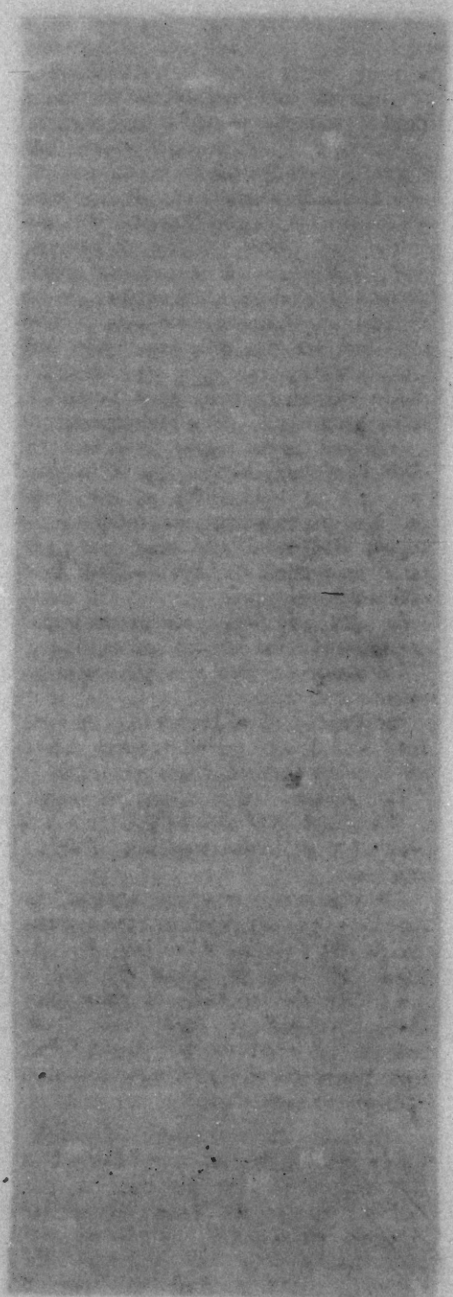
Witness continuing, said that neither the highest nor the lowest invoices were shown to customers. They only exhibited their own invoices, made by themselves. They paid no commission to defendant partly because no profit had been made and partly because defendant owed them more than they owed him. He never represented to defendant that the firm had a machinery department. They expected defendant to work up a business in machinery for the firm.

Cross-examination continued: Are you accustomed to show to unsuspecting Chinese merchants who bought goods on their own account at actual cost price paying you 2½ per cent. commission, false invoices charging them 15 per cent. higher together with your 2½ per cent. commission?—No, I never do that.

Mr. Curtis said that for the purpose of taxing the credibility of this witness, he wished to produce evidence with regard to a certain contract made by the plaintiffs with a Chinese named Yee Chong-mow for the purchase of certain brass and copper to the amount of Rs. 69,132 and which plaintiffs agreed to buy at actual cost on 2½ per cent commission.

Cross-examination continued: He sold copper and brass to Yee Chong-mow at actual cost price for a commission of 2½. He had not the contract with him, but he thought he could get it. (Counsel here produced the contract.) This was a true copy of the contract with his signature appended. The following occurred in the contract: "We beg to advise having purchased for your account subject in all particulars to our con-





Return to
3rd ASST. SECRETARY.
APR 24 1906
Dept of State

tract with G. S. Friede of Port Arthur, copy of which is herewith attached a quantity of old metals as follows: 10,000 poods Brass at Rs 4.35 F.O.B. Port Arthur. 3,000 poods Copper at Rs. 6 F.O.B. Port Arthur." With regard to commission section 5th of the Contract said: "In consideration of the above you agreed to pay us 2½ per cent commission on actual cost price of the cargo landed in Shanghai.

Cross-examination continued: He admitted that the actual cost price of the Brass was Rs. 4.25, and that he understood that they were to make other profits than their commission.

Did you make other contracts in which you agreed to buy at actual cost for a commission of 2½ and then you produced invoice charging 10 kopeks additional and then you got your commission on that?—The firm makes its own prices.

Is there any other case in which the question of false invoice has arisen?

His Honour: You must give specific cases.

Mr. Curtis: I will prove that Messrs. Hall and Holtz called several times for invoices and could not get them.

Mr. Ranger said that was nonsense.

Witness denied that he and the defendant kept house together, sharing expenses.

Mr. Curtis said what he wanted to show was that the relation between the two parties was that of brotherly friendliness until they got drunk and had a row. He also wished to show that these proceedings had not been brought by Andrews and George but were the result of Mr. Ranger's animus against the defendant.

Witness, in further cross-examination said he had never agreed to pay defendant ten per cent on the profits. There had been discussions between witness, Mr. Andrews and Mr. George as to whether the business could afford to pay 5 per cent commission. This was between January and March. The arrangement was left entirely in his hands by Andrews and George and while they had an understanding as to his interest in the profits, Mr. Comstock had forfeited his rights on account of his misbehaviour. It was untrue that defendant carried through successfully certain litigations at Port Arthur on behalf of the firm. He had only initiated the litigation referred to and the matter was then left in the hands of a Mr. Pegrovski.

The Court then adjourned till the following day.

Shanghai, 16th October.

The cross-examination of Mr. J. H. Ranger was continued by Mr. Curtis.

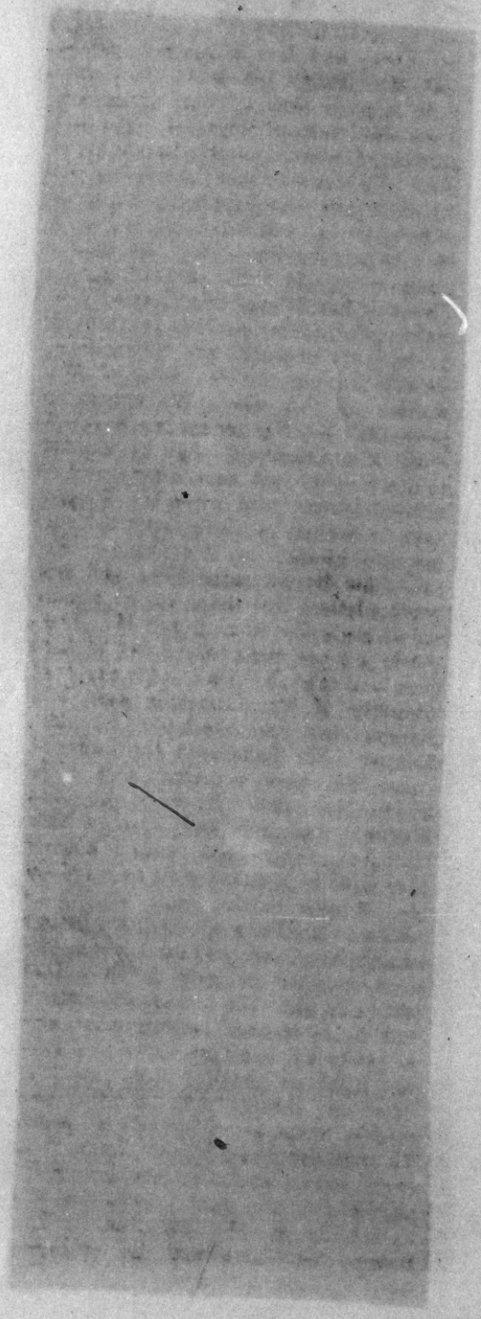
He paid Mr. Comstock Tls. 100 on account of salary on 21st April. They had a receipt for it. He did not pay it himself. (The receipt—slip of paper—was produced, but his Honour said it was not a receipt). He gave an order to the shroff to pay the money. It was impossible to say whether he was paid here or in Port Arthur. If Mr. Comstock was in Port Arthur at the time the money could easily have been sent him. Mr. Comstock left Port Arthur on the 9th April, but he did not know when he returned. He did not hear from him while he was at Port Arthur, and did not know how long he was there.

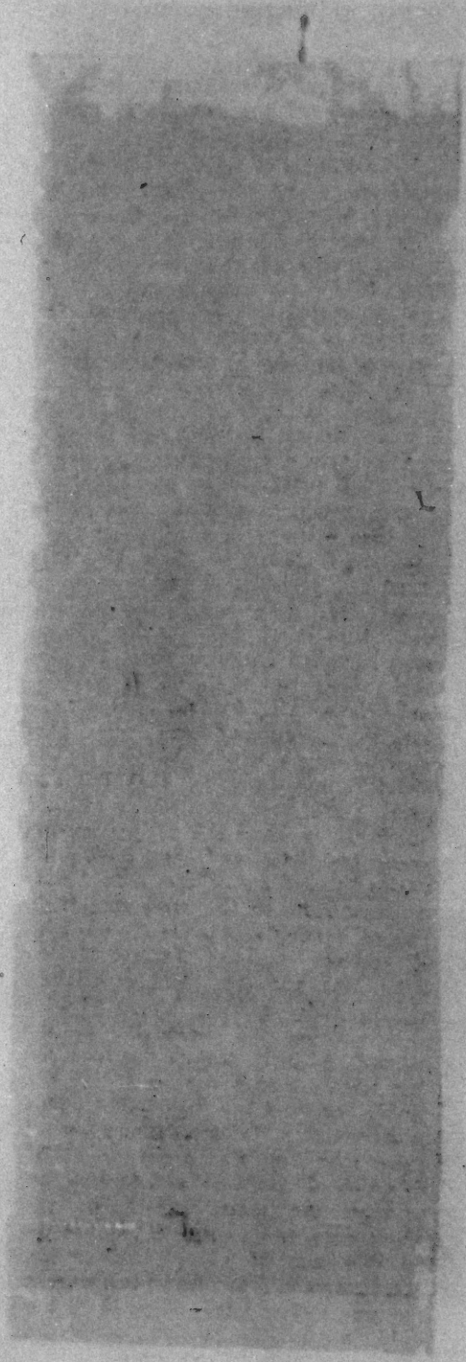
By His Honour: Mr. Comstock was in Obefoo on 2nd May, but he could not say whether he had been to Shanghai or not.

His Honour asked for certain invoices from the plaintiffs and correspondence was also put in the exhibits and the cross-examination closed.

Mr. White Cooper said he would not call any more witnesses.

Mr. Curtis said that he would like to deal briefly with the case from the commencement, in order that the At-





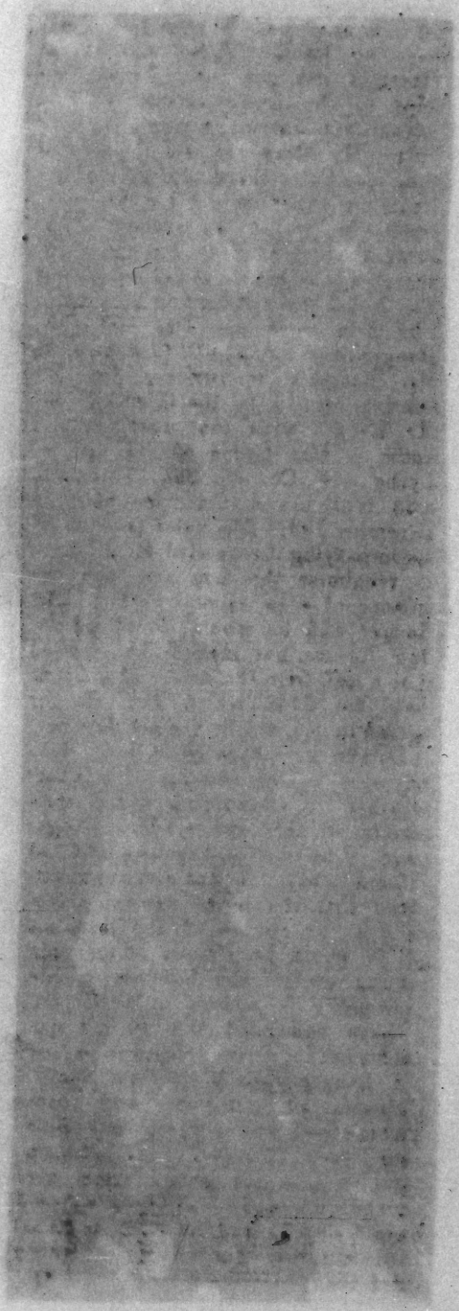
Return To

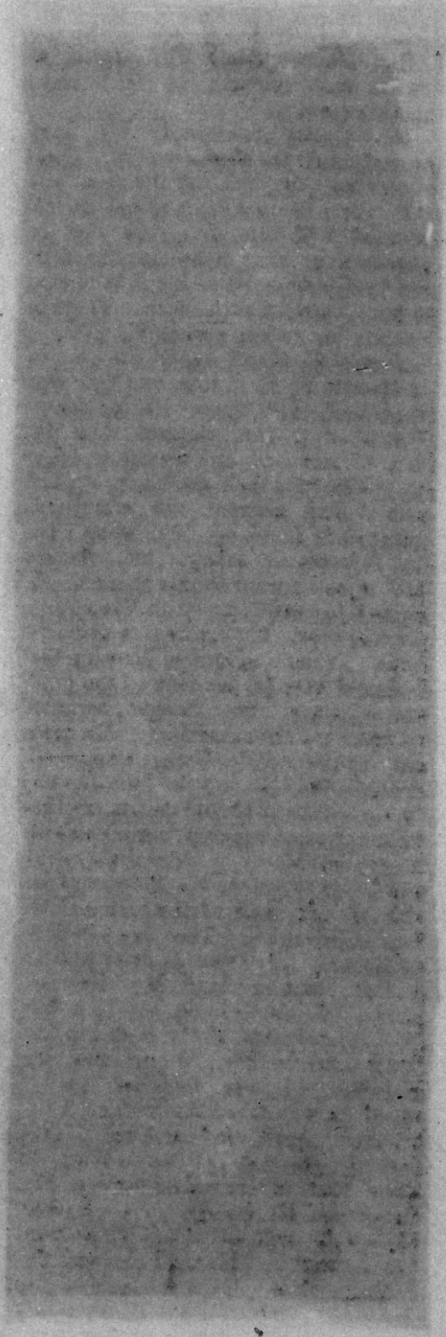
3rd ASST. SECRETARY.
APR 24 1906
Dept of State

...cases might thoroughly understand the history of the case. He would start from the criminal case.

His Honour said he would not allow anything to be said regarding the criminal case just then.

Mr. Curtis: The petition in this case is very indefinite in setting forth the venue of the case in Shanghai, that it nowhere stated that Mr. Comstock was employed in Shanghai, or that services had been rendered by him in Shanghai, or that money had been paid to him in Shanghai. It spoke of the American firm of Messrs. Andrews and George, of Yokohama and Shanghai. I demurred to this indefiniteness and asked for a more specific complaint. The plaintiffs then brought in a bill of particulars, but it failed to show that this Court had jurisdiction in the case. I believe Mr. George is a British subject, and if that is so then the firm can no more be called American than British. When they put in the bill of particulars I immediately filed my answer to it, with the exception of some items. One of these items was withdrawn by the plaintiffs, and the other they failed to prove. We have admitted everything set forth in their bill of particulars, except two items, and these have practically dropped out of the issue. Now we come down to the cross complaint. The cross complaint is for the payment of services rendered during March, April, May, and June 1902, of a salary of Tls. 800, making about $1,000; money owing the defendant by the plaintiff $1,010; money due from the firm $500; money advanced, 159.66; money due from the firm $448. That is our claim. We expect to show the Court that this case arose not by the direction of Andrews and George, but through the spite, and malice, and viciousness, and ill-will of Mr. Ranger. In this case we expect to show that Mr. Ranger and Mr. Comstock were on the very best of terms up to the 4th of July, when they started celebrating the national holiday of America, went to excess, and had a quarrel. Since that Mr. Ranger has taken every possible step to prevent Mr. Comstock from obtaining employment. He has persecuted him in every possible manner. He came to this Consulate seeking to injure him by playing all sorts of baby tricks, and has fallen out with Mr. Lyons for employing Mr. Comstock to go to India to sell goods. This suit has delayed Mr. Comstock in starting for India, and has put him to unnecessary expense, and he has been greatly injured by the acts of Mr. Ranger in the case. We expect to prove that Mr. Ranger made a contract with Mr. Comstock, that he agreed to pay him 10 per cent. on the profits of the business, and when Mr. Ranger says he did not he deliberately lies and perjures himself in this Court. We can show by his admissions and his private letters that there was an agreement made by him to pay Mr. Comstock 10 per cent. of profits of this firm, and that the share in the personal property of Mr. Comstock and Mr. Ranger has been retained by Mr. Ranger. We have sent for it several times, but have not received it. We know that Mr. White-Cooper and Messrs. Andrews and George are honourable gentlemen, and I believe they have been deliberately deceived by Mr. Ranger in this case. As an instance of Mr. Ranger's methods, he has admitted in Court that certain commissions were to be paid on the actual cost price, and then he says afterwards that he is to have a selling price, and we produce a contract showing a perjury right on the face of it. He produces one invoice with one price, and another invoice with another price. No honourable firm would tolerate this. If he cheats and lies like this with purchasers of goods, what would he not do to the defendant? Mr. Ranger has threatened me with personal violence in this case.





Return to

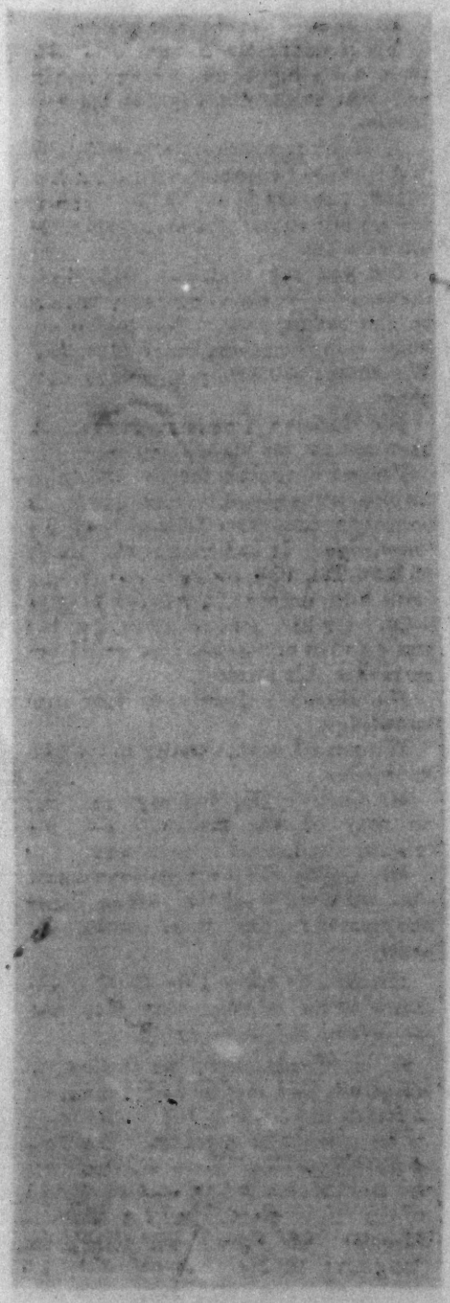
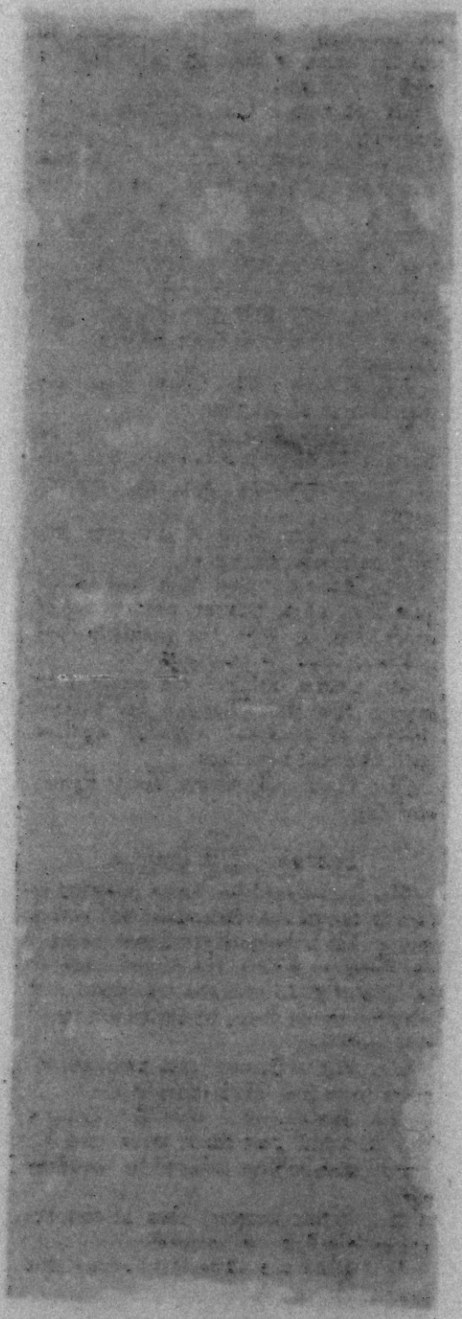
3rd ASST. SECRETARY.
APR 24 1906
Dept of State

His Honour asked Mr. Curtis to reserve such remarks as that until another time.

Mr. Curtis continued: We have proved that the firm owes Mr. Comstock ten per cent. of the profit and that there is money credited to his account with the firm, and that he advanced certain money to the firm, and that further there is a debt owing to Mr. Comstock of $1,010. There is a salary due to him also of Tls. 800.

Samuel H. Comstock, in the employ of Messrs. E. G. Lyons and Co., San Francisco, then gave his evidence: I entered into a contract with the firm of Andrews and George to act as their agent for their machinery department. The contract was afterwards changed in December 1901 when I had an increase of salary. Mr. Ranger and myself agreed to this change. He agreed to credit me with Tls 200 for past services. The contract is dated 1st Sept. It was agreed in January that I should have 10 per cent of the profit and a salary. Mr. Ranger promised to make a fresh agreement. He made one, subject to Mr. George's approval. Between the 20th and the 30th January he agreed that I should devote my time to the general business, not necessarily to any machinery or other department, and I was to receive Tls. 200 per month and 10 per cent of the profits of the firm in Shanghai. That was a definite agreement. He was to defer putting it into writing until Mr. George's arrival. I applied on the 12th July for 10 per cent of the profits in this Court before Mr. White and Mr. Holcomb. I was informed that I would have received the profits if I had behaved myself, but as I had left the firm I was not entitled to them. I know that letters passed between Mr. Ranger and Mr. George (letters produced) on the subject of this agreement. Up to the 8th of March I received Tls. 514.29. That did not include my salary. I drew Tls 400 on my salary for January and February. There were no loans. After the 8th of March I was not here. I made four trips in the firm's interest to Port Arthur, and was not in Shanghai until July. My salary was paid during that time, but I was asked to draw for my travelling expenses and the difference would be put to my account. The accounts show Tls. 400, but one of the accounts is an error. I did not receive Tls. 100. I was not here on 21st April. The firm owes me Tls. 800. Mr. Ranger owes me $1,010 (document in Mr. Ranger's handwriting for the amount handed to the Court) I saw Mr. Ranger write that document. I know a Mr. Lyons of the firm of Lyons and Co. of San Francisco, who sent me a draft for $500 in December 1901. The letter (produced) accompanying it requested Mr. Ranger to reimburse the firm and pay the balance of some money to me. Mr. Ranger said he would liquidate the debt for me, but instead, he credited it as a loan from the firm. Mr. Lyons owed me $448 which Mr. Ranger agreed to pay, but he has not done so.

Details were then gone into with reference to the sharing of a house together in Chaoufoong Road, concerning which it was said Mr. Ranger owed a balance of expenses and had refused to pay. He was given to understand that the house was run practically as an annexe of the firm and $1,000 would be written off for entertaining guests and business clients. Continuing in answer to Mr. Curtis: I have demanded the 10 per cent profits but they have refused to pay me. Mr. Ranger made a contract with a Chinaman to sell him some brass. The contract was at 2½ per cent on the actual cost. The cost of the brass was Roubles 4.25 per pood; there were about 10,000 poods. The figures should have been 4.25, and not 4.35, as stated in the contract. The 4.25 is 10 kopecks more than the actual cost of the brass;

Return to
3rd ASST. SECRETARY
APR 24 1906
Dept of State

the agreement with the Chinaman to sell the brass at the cost price has not been carried out.

His Honour: The contract shows that they had purchased 10,000 pcods at 4.25 per pcod, and the Chinaman agreed to pay them 2½ per cent commission. The cost price was 4.25

That money was paid by the Chinaman to my own positive knowledge.

Mr. Curtis: I should like to prove that this whole case was brought here out of a malicious grudge against Mr. Comstock.

His Honour: The Court does not care to hear about that.

Mr. Curtis: You agreed to have the matters in dispute between you decided by arbitration? Yes, but he objected to it.

Did he take steps to discredit you with people in Shanghai?

His Honour ruled this and other questions of a similar nature out of order, saying that the plaintiffs had not been sued for damages.

Mr. Curtis finished his remarks by saying that Mr. Ranger had uttered threats of personal violence against both him and his client.

The Court adjourned until Friday morning.

Shanghai, 17th October.

Mr. Curtis said he had a question or two to ask of the defendant but before doing that he wished to know whether the invoices which the Court ordered the plaintiffs to produce yesterday and which was not done, would be produced this morning.

Mr. White-Cooper produced an invoice from Geo. H. Penney & Co.

His Honour said that Mr. Ranger had testified that there were two invoices and he was ordered to produce them.

Mr. White-Cooper: One of the invoices is not in his possession.

His Honour: The higher or the lower?

Mr. White-Cooper: The higher.

His Honour: Mr. Ranger said that there was a higher and a lower invoice and that he gave to Moy Tay his own invoice.

J. H. Ranger, sworn, stated that he had received two invoices from London.

Did you ask Penny & Co. to make one invoice 15 per cent higher than the other?—Yes.

Did you say that you made three invoices?—We make our own invoice at the selling price. The higher invoice is in the possession of Moy Tay. We charge our own price to the purchaser.

His Honour: I understand that you have not got the higher invoice.

Pressed to explain further this third invoice, witness said it went out of his possession into Mow Tai's without his knowledge. It had been in the hands of Mow Tai, who, owing to an arrangement with defendant, refused to give it up. He had sent to Mow Tai, but was given to understand he would not surrender this invoice.

His Honour: Testify to your own knowledge.

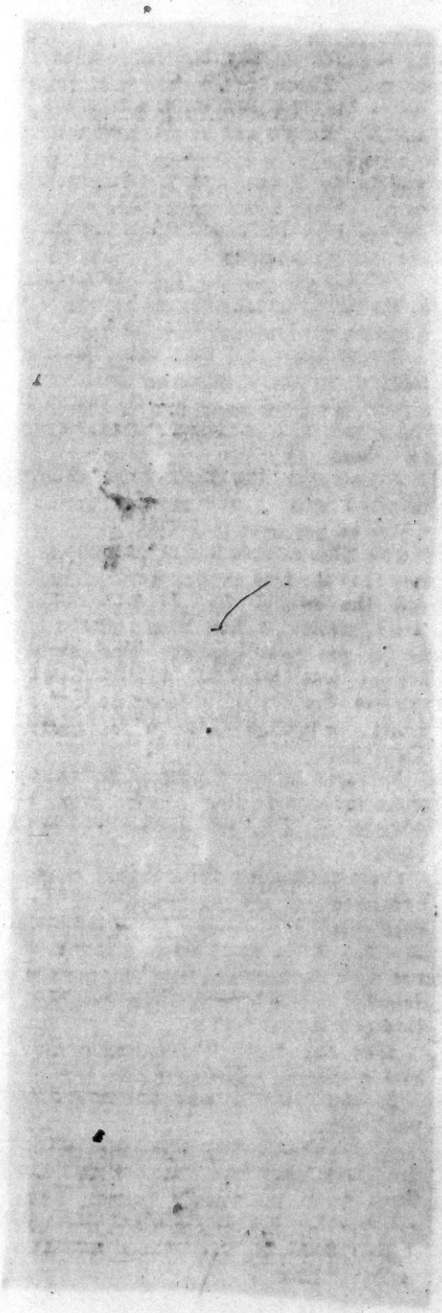
Witness: I cannot testify to my own knowledge.

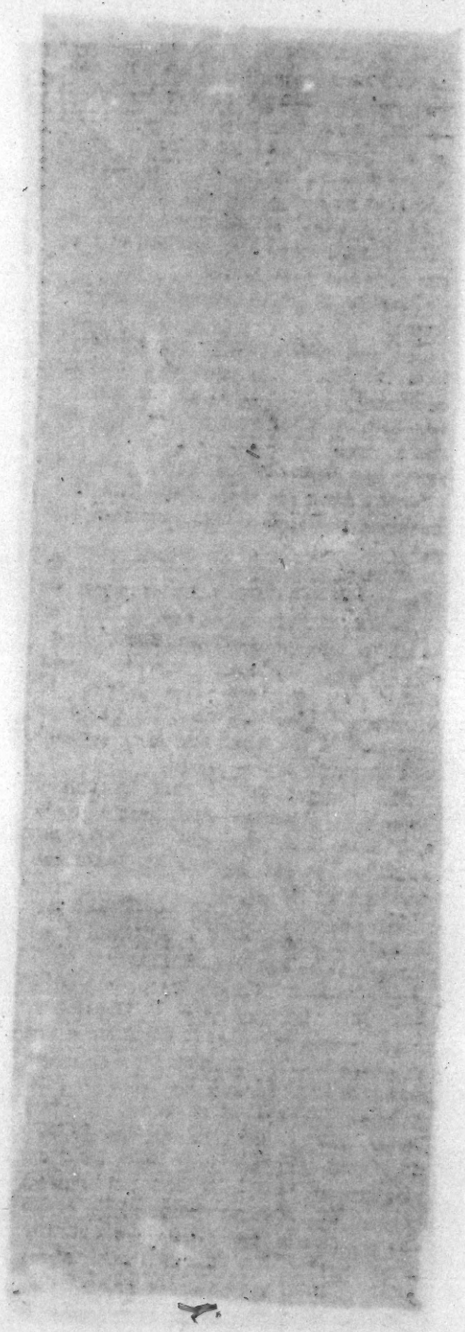
Mr. Curtis: Did you say you had no copy of the invoice?—No, the original disappeared in some way.

Mr. Curtis: Is it not rather unusual that when we want the invoice it has disappeared?—Yes, it is rather unusual.

His Honour ordered the Clerk of the Court to see whether Moy Tay had the invoice in his possession.

S. H. Comstock in his further examination, said that he had not agreed to forfeit his share in the profit owing to his alleged misconduct. The date of the Copper and Brass contract was the 31st March which was equivalent to the 18th March by the Russian Calendar. Mr. Lyons sent $500 from Hongkong to Mr. Ranger with in-





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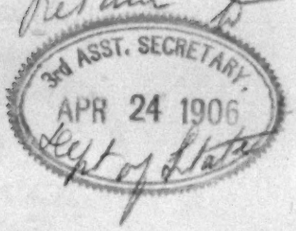


structions to pay $260 to the firm and the balance on account of his indebtedness, but Mr. Ranger paid in the whole amount to his own credit. He was told by Mr. Ranger that he would be given 10 per cent on the profits. Mr. Ranger said that he had ½ interest in the firm.

Did you tell Mr. Ranger that you did not approve of his method of dealing with the customers?

Question objected to and objection upheld.

Did you render your account promptly to the firm? As soon as I returned to Shanghai I rendered an account. I was here only for four or five days and there could therefore be no delay in rendering accounts. I had a power of attorney from the firm to conduct their business in Russia (Document read and put in.)

Witness, continuing, said that under that power of attorney he engaged in litigation at Port Arthur on behalf of the firm and incurred expenses. Some of these expenses were paid before he received the power of attorney. The expenses in question appeared in his April and May account and no question was raised.

Mr. Ranger denied that he shared household expenses with you equally and that that was not his arrangement?—Yes, he agreed to share expenses with me.

Mr. Curtis: We will prove that Mr. Ranger is a liar and a perjurer if we show that he has shared expenses with the defendant. What amount of money did Mr. Ranger pay in December, January and February as his share of the expenses?—The expenses for December came to $428 23 and Mr. Ranger paid $132.50. There were some personal items but I paid in excess $93.20. The total for January was $403.94, but one or two bills had not come in then. Mr. Ranger paid $135 as his share. February expenses amounted to $390 74 and Mr. Ranger paid about $135. There was a bill for $42 for coal made out in Mr. Ranger's name which he declined to pay and sent the man to me. There were other bills made out in Mr. Ranger's name and paid by me. Mr. Ranger had trouble with me on the 4th July. In December I accepted a note of Mr. Ranger's for $1,010 in good faith. When I demanded payment he did not deny the indebtedness but simply said "ridiculous."

Mr. Ranger testified that you claimed Rs 100 as payment made by you to influence the Court at Port Arthur?

His Honour said that many people claimed to have influence with the Courts in a good many places, but 999 times out of a thousand it was pure swindling.

At this stage the Clerk of the Court returned with Penny & Co.'s invoice which he got from Mcy Tay.

His Honour examining the invoices said that the first invoice was for £97 and the second for £110.16. The latter invoice it had been testified to be 15 per cent higher. The third invoice was also for £110.16 with interest Tls. 12 66, commission Tls. 22.92, wharfage Tls. 47.50, total Tls. 998.25.

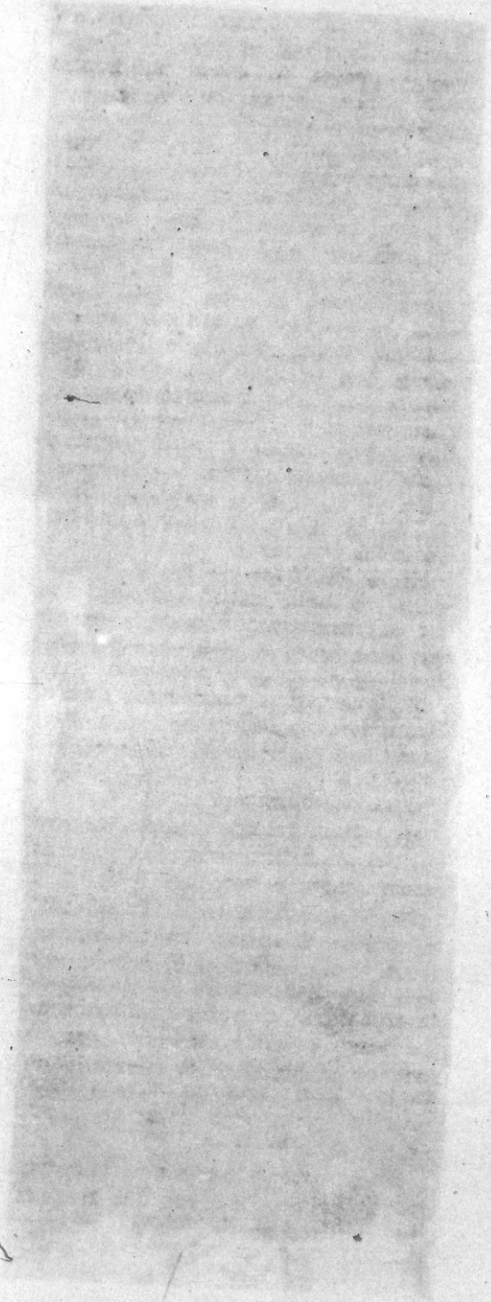
In reply to his Counsel, Mr. Comstock admitted that there was a mistake of Tls. 100 in his counterclaim.

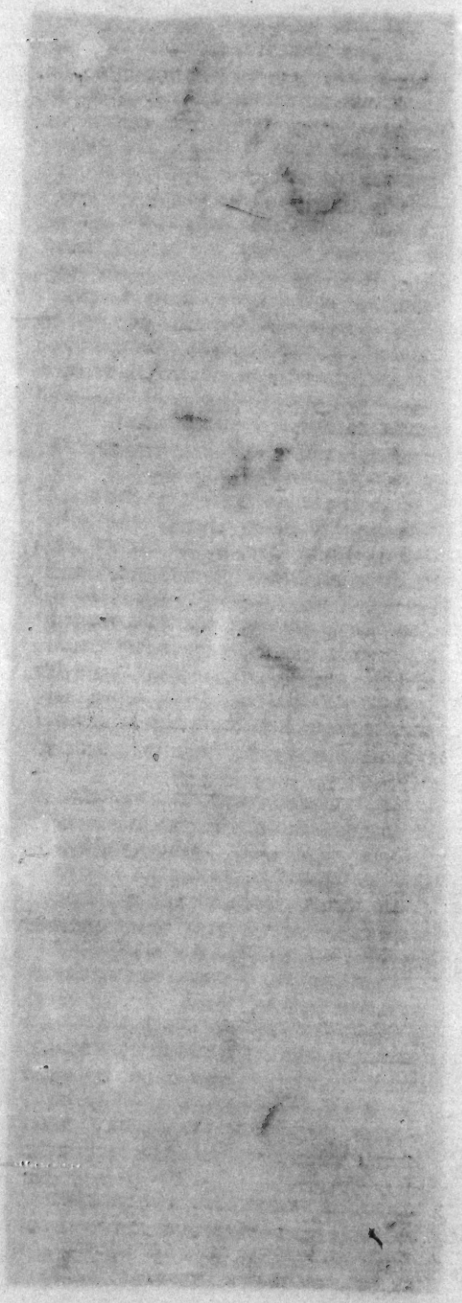
Cross-examined: With regard to the alteration of the agreement of 1st September you stated that a definite agreement was made between the 20th and 30th January and that Mr. Ranger deferred to put it in writing until Mr. George's arrival?—Yes.

Was any fresh written agreement ever prepared?—Not to my knowledge.

At any rate it was not signed by you?—No.

Under the existing agreement of the 1st September you were bound for three years on certain terms. I ask you whether you would admit that any improvement in your terms would be an act of grace?





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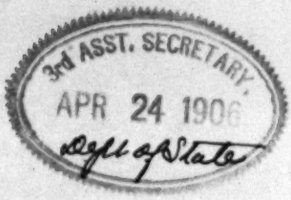

Mr. Curtis objected to the question.

Mr. White-Cooper said he only meant that there was no consideration.

Witness, continuing, said that he did make a demand for his share of the profits before the 4th July. He claimed $493 on account of the 10 per cent. on profits. Previous to the 4th January he was not in the habit of receiving compradore orders because he had a loan from the firm (Witness was here examined at some lenght on a number of compradore orders drawn in his favor) All the loans he received from Mr. Ranger were by compradore orders signed sometimes in his own name and sometimes in the firm's name. The cheque for Tls. 225 he presumed had reference to the Lyon's affair.

Did you have a loan of $405 gold from the New York Life Insurance?

Mr. Curtis objected to the question on the ground that there was nothing in the direct examination about this loan. The Court had ruled that the plaintiffs could not bring for the third time a bill of particulars. The plaintiffs having seen the case of the other side were now trying to bring in another bill of particulars which they had no right to do.

Mr. White-Cooper submitted that in cross-examination he was not bound by any questions in the examination in chief. He had a free hand.

His Honour upheld the objection.

Mr. White Cooper: Am I not entitled to any set off for salary?

His Honour: You cannot bring any new item at this time.

Cross-examination continued: All vouchers had been turned over to the plaintiffs. There were no vouchers for many of the items. He doubted whether he had any hotel bills. He stayed in more than one hotels at Port Arthur. He stayed part of the time in the French hotel and part of the time in a Russian lodging house, also in private houses, in fact he stayed wherever he could find accommodation. In the French hotel no English was spoken. They had to speak through four languages in order to make their wishes known to the people. There were no chits there and everything was paid in cash. It was absolutely impossible to get any hotel account. He left all the vouchers he had at plaintiffs' office on the 4th July and what other document and correspondence he had were turned over on the 13th July when he received a letter from Mr. Holcomb through the U. S. Consulate asking him to turn them over. Mr. Ranger never pressed him for vouchers. There was no talk about vouchers until July. The accounts were rendered month by month except that for June.

Mr. White-Cooper suggested that Mr. A. H. White be called to testify about the vouchers.

Mr. A. H. White and Mr. C. J. Holcomb on being called said that they had no recollection of having received any documents or vouchers from Mr. Comstock on the date mentioned.

Mr. Comstock, cross-examined by Mr White-Cooper, continued: Are not these items marked with a cross objected to?

Question objected to.

Mr. White-Cooper thought he was not debarred from disputing items of money alleged to have been paid.

His Honour said that the plaintiffs in their petition alleged that the defendant had collected $4 836.74 and had expended $2,374.53 leaving a balance due of $2,462.21. To this defendant said that it was not specific and asked for a bill of particulars. This having been done it seemed that plaintiffs were now debarred from objecting to the items.

Mr. White-Cooper said that when the defendant rendered his account they were unable to ascertain whether the payments he alleged had really been made.

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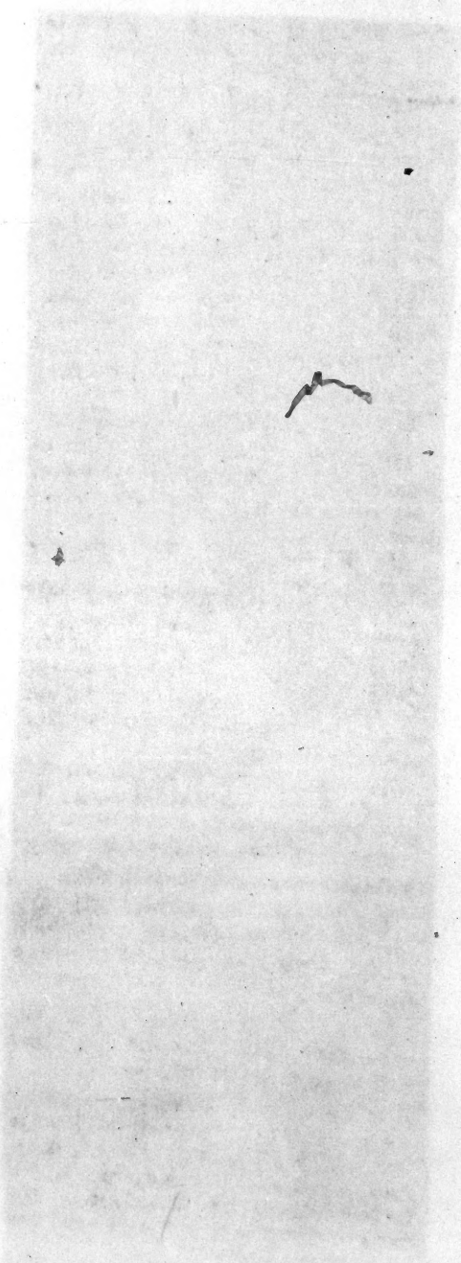

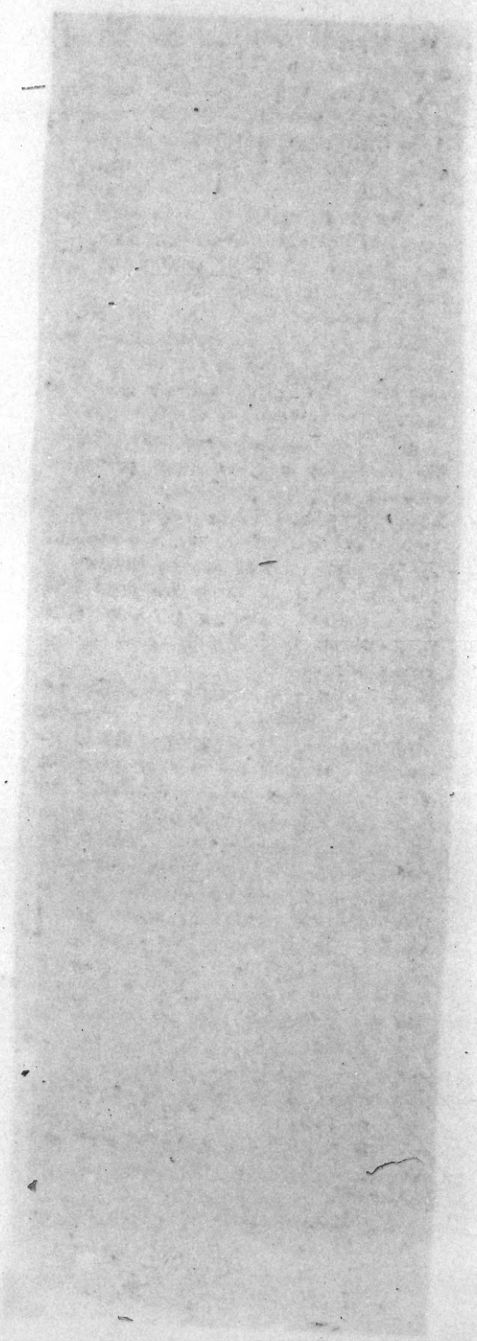

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His Honour said that the bill of particulars was put in in October.

Mr. White-Cooper said that this was an action to ascertain the correctness of the account so that justice might be done. They asked that the account be looked into in order to ascertain whether defendant had really paid the money as alleged. Defendant as agent was bound in the course of his employment to produce bills.

His Honour thought that the plaintiffs had admitted the correctness of the account by putting in the bill of particulars. The Court was now bound to assume the correctness of the account.

Mr. White-Cooper said that between the time the petition was presented and the time the particulars were delivered they had not an opportunity to vouch for the correctness of the account. He thought it was to the interest of the defendant to show his good faith in the matter. During the arbitration proceedings they simply took defendant's figures.

Mr. Curtis said that plaintiffs had put in a rambling petition, showing that they were thoroughly at sea in the matter, and their allegations consisted of "at least this and at least that" and in face of this indefiniteness he asked for a bill of particulars. When this was delivered, defendant admitted everything except two items. Counsel did not know what they were driving at by the line of cross-examination they were adopting. It was certainly not the way of going about it by putting the defendant in the stand and asking him "Tell me all about my case." The plaintiffs were bound by the bill of particulars. After defendant had put in a cross claim, plaintiff filed another claim and they were now trying to find out the case on the other side.

His Honour said that the petition was filed on the 13th September, when defendant asked for a bill of particulars alleging that the statement in the petition was not enough. On the 18th October the bill of particulars was filed and this formed now the specific ground of the suit.

His Honour, after reviewing the facts of the case, said that the Court must rule that the bill of particulars was an admission of the correctness of the account and excepting the sums of $200 and $260 which were disputed, the plaintiffs were estopped from questioning the correctness of the account.

The cross-examination of Mr. Comstock was then continued: Referring to the sum of Rs. 100 and Rs. 120 were these for legal expenses?—They were.

To whom were these sums paid?—

Mr. Curtis: They were set forth as legal expenses and it seems to me that they are on the same lines as the other items.

Mr. White-Cooper: We especially excepted these sums.

Witness said that Rs. 100 was paid to secure the postponement of the case. He paid it in the presence of Mr. Ligda who acted as his interpreter. He employed a lawyer who did not accompany him to the Court on that particular occasion.

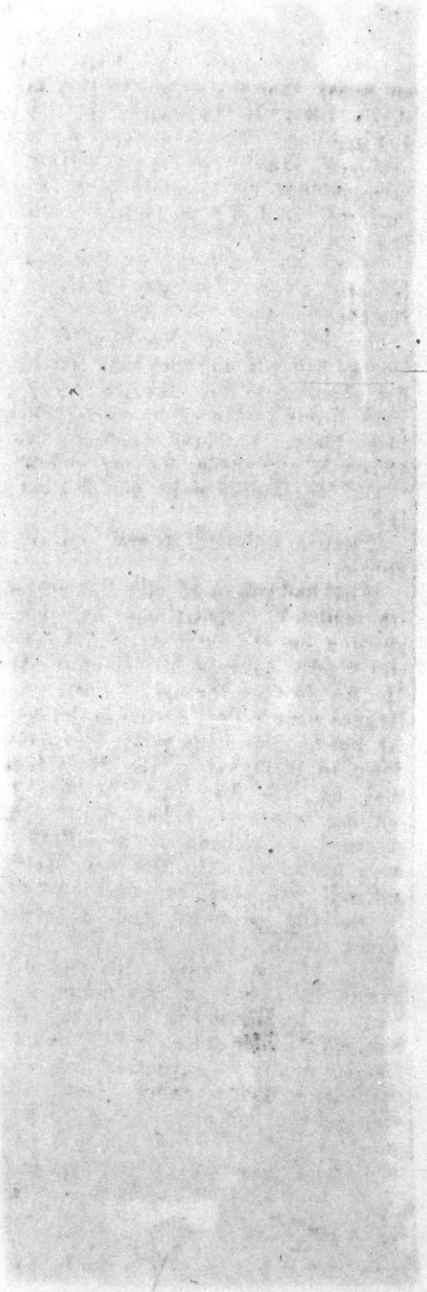
Was it a Court fee?—Not necessarily. I paid it in cash and had no reason to ask for a receipt.

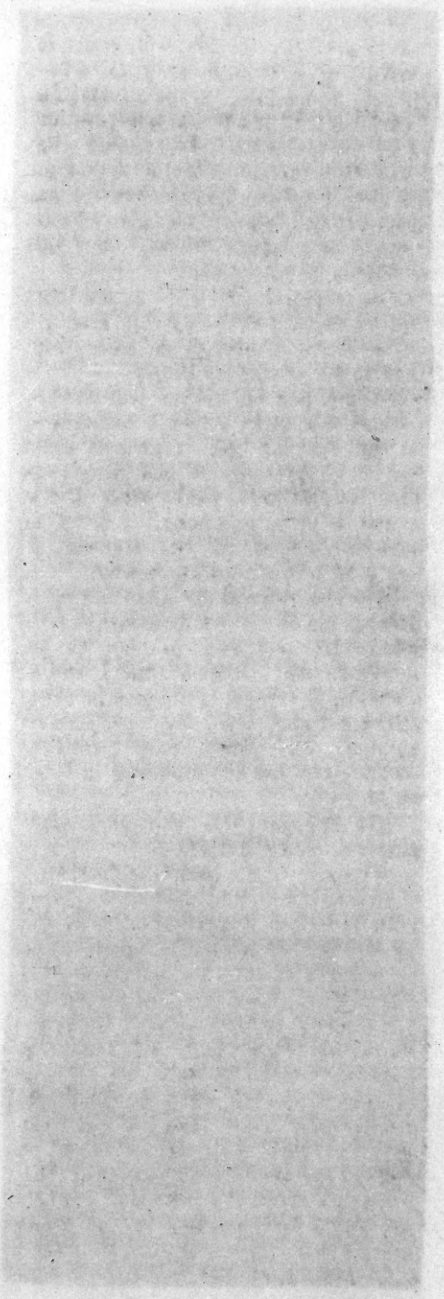
Were you instructed to pay money without receiving a receipt?—No.

Apart from instructions did you consider it unnecessary to obtain receipts for payments?—Of that description, yes.

Why that description?—You will understand that question in Port Arthur much better than here.

Witness, continuing, said that on the other occasion he had to borrow Rs. 100. He thought Rs. 100 would be enough and was not prepared for a further demand and had to borrow the money from the party who acted as his interpreter.





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Would it surprise you to know that the Court fee in Port Arthur for postponing a case is only Rs. 5?—I did not understand it as a Court fee. I paid Rs. 100 and it was not questioned by the plaintiffs. The second time I paid the same amount and it was not questioned either. I was told that it was necessary to postpone the case and that it could be arranged for Rs. 100. I had to employ an interpreter

You employed a lawyer at the time. Did he advise you to pay this money?—I understood through the interpreter that he did advise me to pay.

Did you pay the lawyer any fees?—I received a letter which I understood to call for Rs. 50. I gave an order for it. I presume it has been paid. The Rs. 20 was paid when I was served with a summons. I have no acknowledgment of the money. It was paid through an interpreter.

Why did you not get your lawyer to arrange about the postponement of the case?—He was not present at the time. I was informed that I had no standing in Court without a power of attorney and in the preliminary hearing it was only courtesy which gave me any standing in Court at all.

His Honour: Did you understand that you paid for courtesy?

Witness: It is a matter of fact.

Cross-examination continued: Now with regard to a private letter written by Mr. Ranger to Mr. George anent the proposed alteration in your agreement. The letter stated that no sooner had Mr. George left Shanghai, than you started on a new drunk and that things went on smoothly until Mr. George came to Shanghai when he made an arrangement to give you ten per cent. of the profits. This Mr. Ranger recommended at the time believing that you would turn out a good man and that you would have profited by the lesson of your first experience. But this lasted only a few days and that Mr. Ranger had therefore told you that you would not be given a new agreement owing to your misconduct. The letter went on to say that you agreed to this and that you were full of sorrow for what you had done. Now you stated in your evidence that you never allowed intemperance to interfere with your business. Is that letter correct or not? It is not correct.

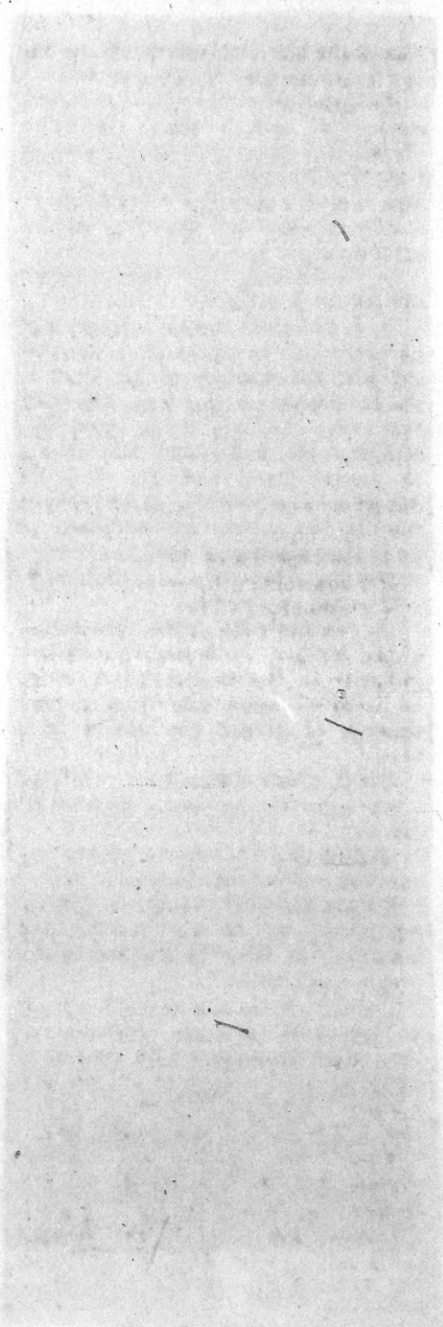
Were you not living on personally friendly terms with Mr. Ranger at the time?—No.

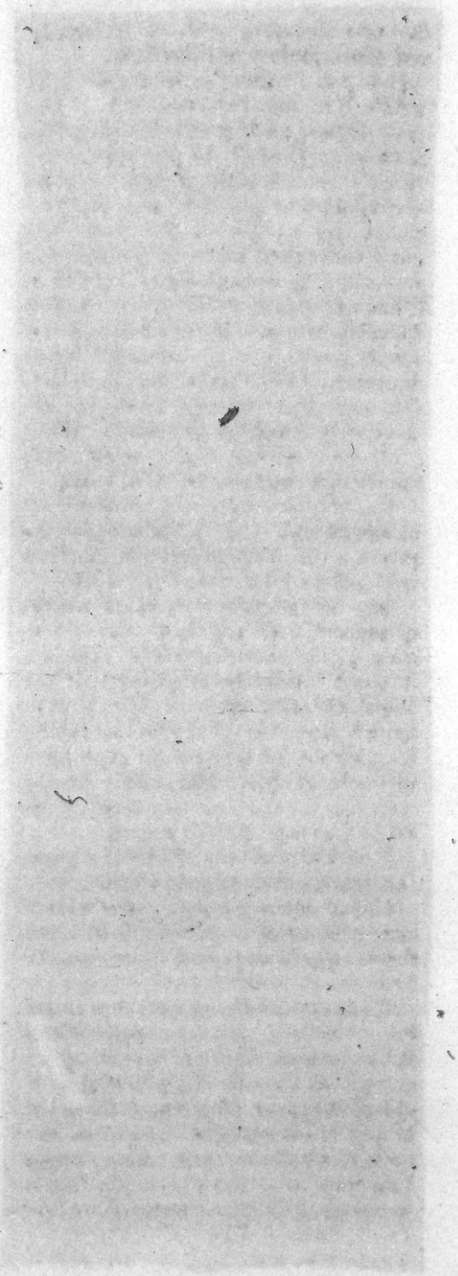
On this occasion shortly after Mr. George had left, you said that you had not admitted to Mr. Ranger that you were drunk?—No such conversation took place. I never expressed my sorrow or any shame for my conduct.

Did Mr. Ranger assist you financially?

Question objected to and objection upheld.

What had you to do with this copper transaction? Negotiations had been pending for the purchase of this brass and copper between Mr. Ranger and Mr. Friede since the end of 1901. Mr. Ranger went to Port Arthur in the matter but he missed the party who came down to Shanghai at the same time that he left for Port Arthur, so nothing was done. When Mr. Ranger returned to Shanghai negotiations were continued. On the 8th March witness was sent to Port Arthur to see the principal and negotiate direct with him for the purchase of the brass. He met Mr. Friede the owner of the cargo and went up to Manchuria to see it. He received offer for other metals, which resulted finally in a contract for the purchase of this cargo of brass. He prepared the contract in English but unfortunately Mr. Friede did not understand English and the contract had to be translated into German. They signed both the English and the German contract. He signed in good faith and it was found afterwards that





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3rd ASST. SECRETARY
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Dept of State

the two contracts differed materially and that resulted in litigation.

Did you consult the Shanghai firm before you closed the contract?—The contract was made provisionally and to be closed only after the payment of the bargain money—Rs. 5,000. I came to Shanghai on the 5th and reported to my principal what had been done and I understood before I left that the provisional agreement was to be ratified. When I returned to Port Arthur the cargo was awaiting shipment pending the question of an advance before shipment. We made no advances. When the Chinese came to inspect the cargo they found it defective. When I left Port Arthur the contract with the Chinese had not yet been closed.

Mr. White-Cooper said he would not cross-examine the defendant on the question of the household expenses as it had nothing to do with the case.

Mr. Curtis said that there was an agreement that the firm was to set aside $1,000 for household expenses. It could hardly be expected that Mr. Comstock with $200 a month could run a house, expending $400 per month. Mr. Comstock could not be expected to buy champagne, Hennessy brandy, rum, etc, for the entertainment of the firm's guests on $200 a month.

You had conduct of the machinery department of the firm?—Yes.

Under the agreement you were to have commission on the profits and these largely depended upon you?—Yes.

Witness, continuing, said that he paid the household expenses until March. He knew exactly how the money was going. Mr. Ranger told him that at the end of the year they would charge the firm for entertaining people as they could not do it at their own expense. The proposition came from Mr. Ranger to charge $1,000 but nothing was paid on account. The entertainment of guests was also in his own interest. He gave up the rooms in July. He was in the house for two weeks in the aggregate between March and July.

Re-examined: He was in Russia most of the time between March and July and as a matter of fact Mr. Burniston, a clerk in the firm, was also boarding in the house.

At this stage the Court adjourned till 2 p m.

On resuming, Mr. Curtis called the following evidence

H. J. Burniston sworn stated that until recently he was in the employ of the plaintiff firm—from 1st April to the 1st September this year. During that time he was living with Mr. Ranger. He understood that he was to receive $150 and Tls. 100 for household expenses. He never received the Tls. 100, which was supposed to go to the expenses of the house.

Did you voluntarily leave the firm?

Question objected to.

Do you know the general reputation of Mr. Ranger, for truth, honesty and integrity in the community in which he lives?—I know only from general hearsay. I cannot say whether it is true.

His Honour: You cannot testify to a man's general reputation from hearsay.

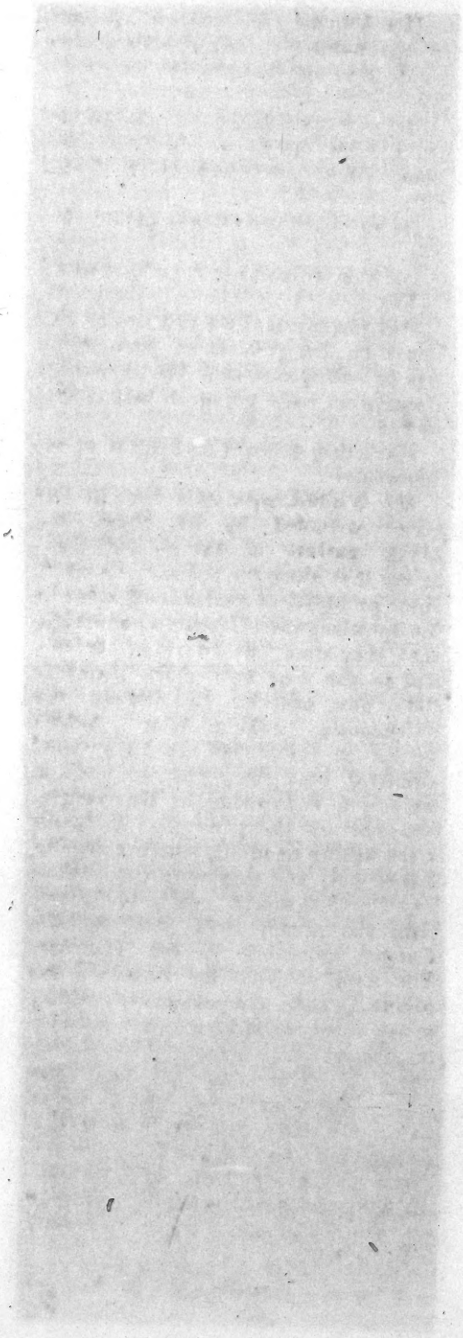
Mr. Curtis: The man's general reputation and not his character.

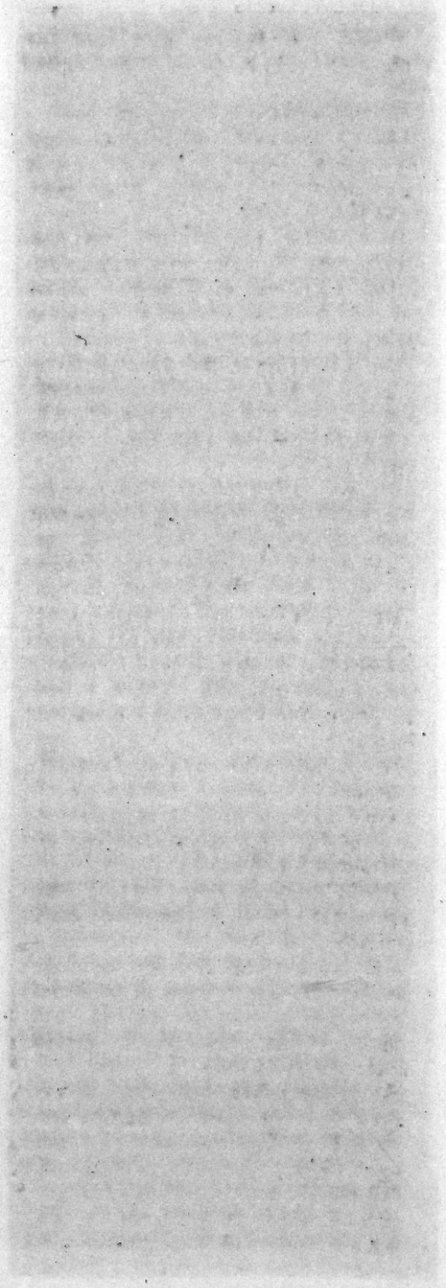
Do you know Mr. Ranger's general reputation as to his honesty and integrity?—I think I heard four of five people speak about it.

Have you made application for work in Shanghai and on account of your former connection with the firm of Andrews and George of which Mr. Ranger is manager, it was refused?—Yes, but it was put in a general way.

After much pressure and fencing, witness said he had heard that Mr. Ranger's reputation was not very good.

Would you believe Mr. Ranger under oath in a case in which he was personally interested?—I would rather not.





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Would you say on oath that his reputation is not good?—I would rather not.

Cross-examined: Why not?—Because I would rather not incur any one's enmity. I cannot give the names of those who spoke about Mr. Ranger.

Mr. White Cooper said that this witness had brought very serious imputations against one of their witnesses and they were not allowed to know the source of his information.

Do you suggest that your allowance of Tls. 100 was not paid for household expenses?—I did not receive Tls. 100. I was allowed that sum for household expenses.

Do you know or is it within your own knowledge anything which supports the contention that Mr. Ranger is not to be believed upon oath?—No, only from what I heard.

Mr. White-Cooper said that a great deal having been said about the Copper contract Mr. Ranger desired to make a statement with regard to that, so that the Court might understand what took place.

Mr. Ranger who was quite inaudible, proceeded to give a history of the transaction when he was cut short by his Honour who said that he did not understand all this.

Mr. White-Cooper said Mr. Ranger only wished to clear his character in the matter.

His Honour said that it was alleged that Mr. Ranger bought at $4.25 and sold for $4.35.

Mr. Curtis said that Mr. Ranger had already admitted that.

Mr. Ranger was understood to have alleged that he had no advice from Port Arthur that the metal had been bought at all, when the contract was closed here.

His Honour pointed out the fact that according to the contract only 2½ per cent commission was to be charged.

His Honour: Are you, Mr. Ranger, in the habit of making reckless statements of things that you don't know?—No.

Did you say that Mr. Comstock being the highest mason in the East, this Court dares not punish him?—Yes, I did.

Do you know that this is not true?—Yes.

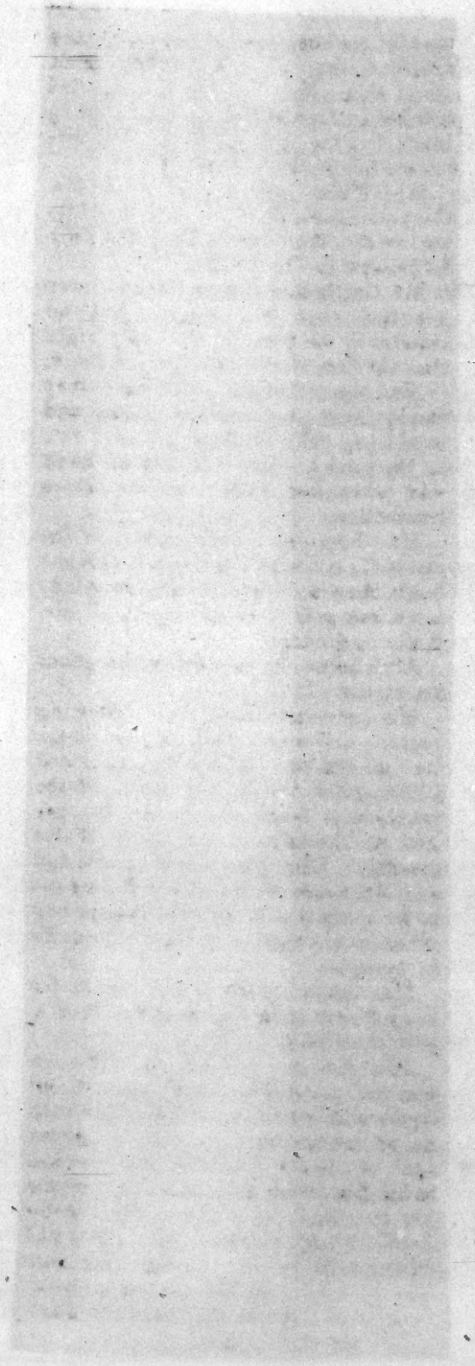
Did you apologise to me afterwards?—Yes.

Did you say that the decision of this Court on the question of jurisdiction was so outrageous, that the American Association were going to take it up?—Yes.

Have they taken it up?—Not to my knowledge.

Mr. White-Cooper said that he had been instructed by his client, the senior partner of the plaintiff firm, to say that since the commencement of these proceedings matters have come to his knowledge and Counsel's knowledge that they were not aware of before, and as the case now stood plaintiffs did not propose to dispute the defendant's counter-claim except so far as the defendant had himself admitted that the items in question were due and owing by Mr. Ranger, and not by the plaintiffs. Plaintiffs were willing to admit, whether legally due or not, and they were prepared to pay Tls. 1000 salary. As to the second item the money was due by Mr. Ranger according to the evidence. The item of $500 for household expenses Counsel had practically nothing to say about it and he did not propose to contest the point. The fourth item of $159 and the last item from the evidence the Court would see were matters between Mr. Ranger and the defendant. Plaintiffs would pay every claim against them and the questions between Mr. Ranger and the defendants were to be settled between them.

Mr. Curtis said the $150 Mr. Ranger owed as a member of the firm for his



To be returned to

share of the household expenses. If they admitted the other items they must admit this. Mr. Ranger was trusted because he represented that he had ½ interest in the firm and the firm was responsible to that extent.

Mr. White-Cooper said that Mr. Ranger's interest in the firm was like that of Mr. Comstock. They had only an interest in the profits.

Mr. Curtis said that as it had been admitted that Mr. Ranger had an interest in the firm it was only right that the firm should pay the debt now.

Mr. White-Cooper said that they would have an account made and would pay the defendant 10 per cent. on the profits. The last item of $448 was what was known as the Lyons transaction.

Mr. Remedios, book-keeper to the plaintiffs, produced the firm's account books showing that the Lyons remittance was paid in to the credit of Mr. Ranger's account.

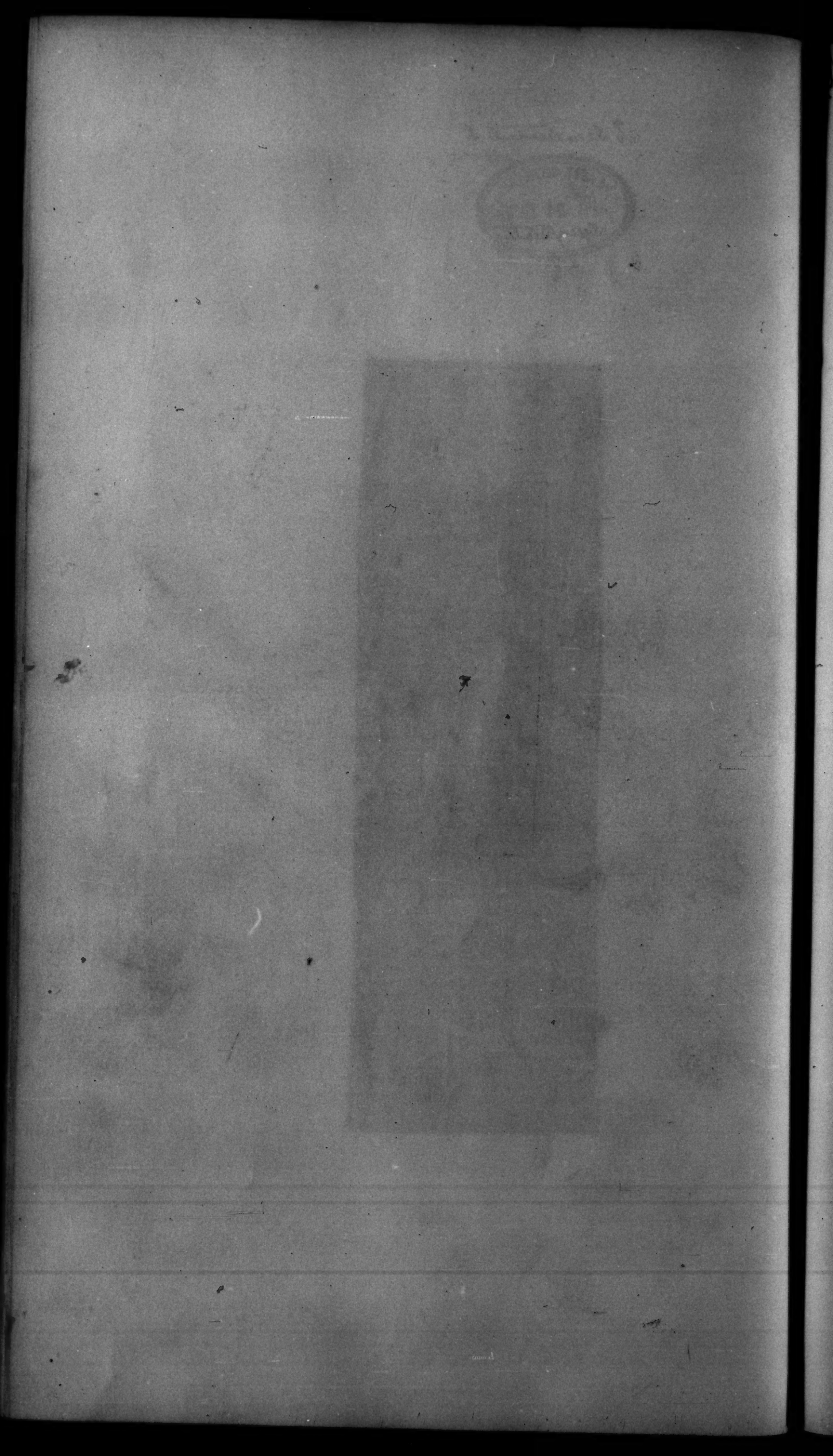
After some further discussion about the account,

His Honour made the following order. Defendant admitted the claim for $1,886 28. Plaintiffs admitted $1000, $500, and 10 per cent. of the profits from January to June; 2½ per cent. on the sale of the Soda Water machine. The question of profits and any other sum drawn by the defendant to be submitted to Mr. Eas lack or any other satisfactory accountant. Plaintiffs to pay costs.

Mr. Curtis thanked the Court for the patience shown throughout such a protracted case.

His Honour wished to say as a general proposition that almost all business disputes could be settled with better advantage to all concerned out of Court. With all respect to his friends on both sides he would say that business matters were better dealt with by business men. This had been his contention during this case and it would be his contention in all such cases. Better arbitrate than sue.

The Court then rose.



CONSULAR BUREAU.

3rd. ASST. SECRETARY.
DEC 3 1902

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DEPT OF STATE

No. 493.

Consulate-General of the United States,

Shanghai Oct 30, 1902.

Mr. Goodnow

To the Department of State.

File

Subject:

Conservancy Board

Abstract of Contents.

Confirming telegrams.

INDEX BUREAU
DEC 6

No. 493.

Consulate-General of the United States,

Shanghai Oct. 30 1902. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to confirm your telegram of Oct. 25;-

" Goodnow, Shanghai. Has Chinese Government appointed members Whangpoo Conservancy Board. Report by telegraph status of undertaking. Hill."

and my reply of Oct. 26;-

" Secstate Washington. No Chinese representative appointed. Situation unchanged since my 444 March 15. Government China ordered Viceroy appoint. Viceroy refused. New Viceroy's action uncertain. Representatives appointed desire instruction. Goodnow."

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Shanghai 1st. Oct. 1902.

H. I. M. Minister.

I have to confirm your telegram of Oct. 29th-
"Peaceful, Shanghai. The Chinese Government
regulated newspaper Shanghai Conservancy Board. Report
by telegraph results of undertaking. Will."
and my reply of Oct. 30th-
"Imperial Commissioner. The Chinese representative
Conservancy Board. Construction resumed since 1st March 1902.
Government of the Chinese Empire suspended. Viceroy refused.
Chinese Government Chinese Empire. Representatives appointed
Peaceful Construction. ..... "

Minister Plenipotentiary.

File.

RECD DEC 26 1902 DEPARTMENT OF STATE

3rd. ASST. SECRETARY. DEC 30 1902

CONSULAR BUREAU.

No. 494

Consulate-General of the United States,

Shanghai Nov 11, 1902.

Mr.

To the Department of State.

Mr. Shaw informed Jan. 8. 1903

Subject:

A. Y. Shaw.

Abstract of Contents.

Replying to Dispt. 336 of Oct 2. 1902.

Has no knowledge of Shaw.

INDEX BUREAU FEB 2 1903 FILED

Plan No 11

No. 494.

Consulate-General of the United States,

Shanghai Nov. 11 1902. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Replying to your #336 of Oct. 2 1902, requesting me to ascertain whether A. G. Shaw lived or is living in Shanghai,-I have made careful inquiries and can not find that he has at any time been here.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Shanghai Nov. 11 1908.

U. S. Minister,

Peking.

Replying to your dispatch of Oct. 2 1908, requesting me to ascertain whether A. G. Shaw lived or is living in Shanghai-I have made careful inquiries and can not learn that he has at any time been here.

I am, Sir,

Your obedient servant,

Consul General.

CONSULAR BUREAU.

3rd. ASST. SECRETARY.
DEC 30 1902

No. 11

Consulate-General of the United States,

Shanghai Nov. 18, 1902.

Mr. Goodnow

To the Department of State.

Ack by Forces Jany 2/03

Subject:

Funeral of Lin Lungi

Abstract of Contents.

Enclosing account

INDEX BUREAU
JAN 5 1903
FILED

No. 44

Consulate-General of the United States,

Shanghai Nov 18, 1901.

Honorable H.H.D Pierce

Assistant Secretary of State,

Washington, D. C.

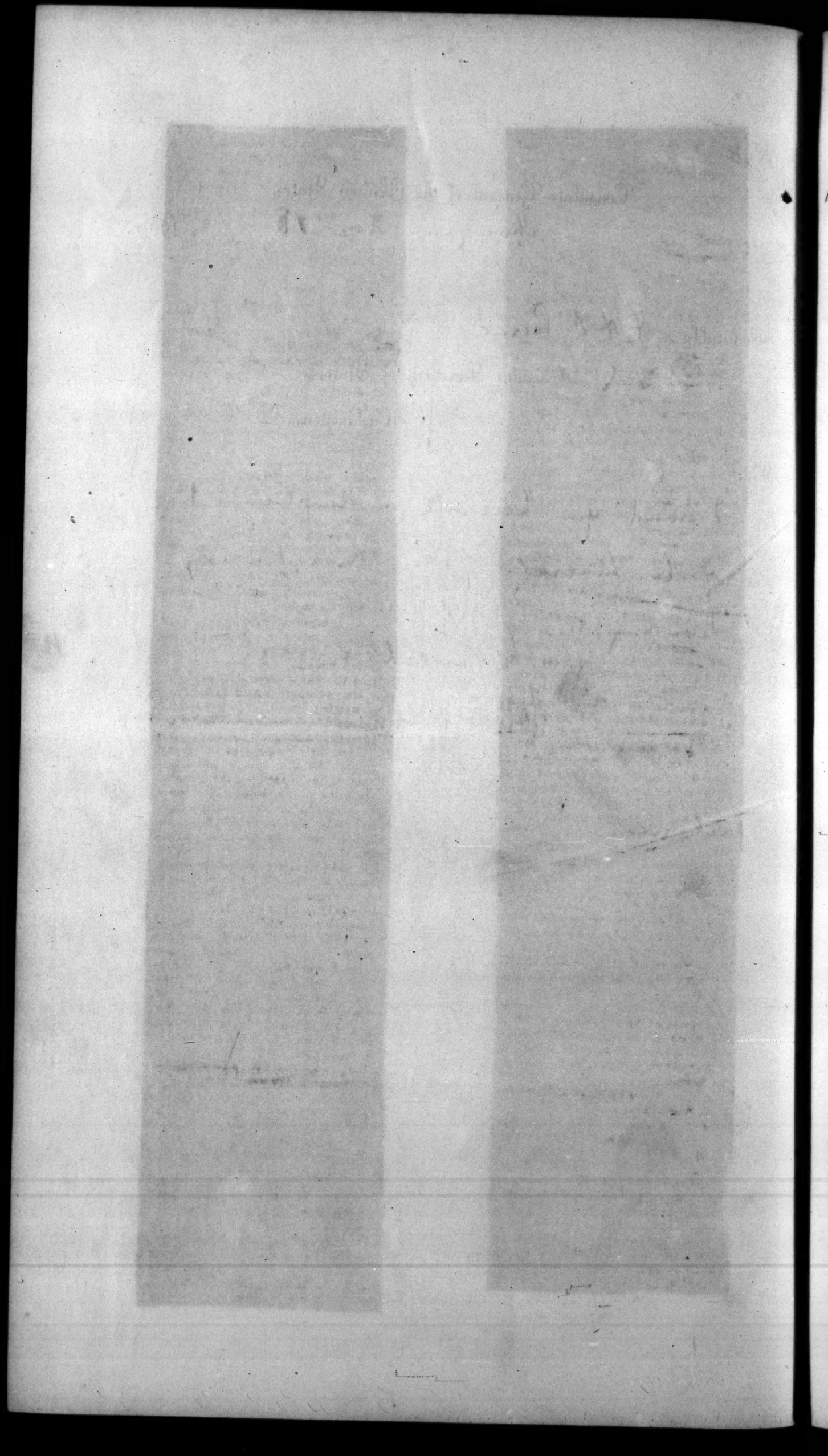
Sir:

I hand you herewith (in duplicate) a/c of the funeral of the late Viceroy of Nanking. I am, Sir, your obd't servant

John Goodnow

C.G. U.S.A.

Enclosures.



OBSEQUIES OF A VICEROY.

HONOURS FOR LIU KUN-YI BY FOREIGNERS.

(By our Special Representative.)

Nanking, 16th November.

It was with great regret that all foreigners having the best interest of China at heart, and all who remember the remarkable part he, in conjunction with his colleague of the Liang Hu, played during the recent troubles heard of the death of H.E. Liu Kunyi, Viceroy of the Liang Kiang provinces. This satrap had controlled with a firm hand the three rich provinces, into which the lower portion of the Yangtsze Valley is divided, for many years, throughout which he had earned the respect and confidence of foreigners generally, and of the foreign officials with whom he come into contact in particular. By his wisdom in accepting those ideas of western civilization which he considered would be advisable, by his able management of the various tangled questions which from time to time arose with the Powers, and by his honesty in all his dealings, he made a record by which it would be well if others of his rank and power might profit. But above all in foreign regard had he earned the utmost gratitude of the Western world by his firm stand during the Boxer outbreaks. Notwithstanding the reported receipt by him of the infamous edict to "exterminate the foreigners" he sternly checked all attempts at uprising throughout his jurisdiction, and at a very early period, united with H.E. Chang Chihtung in assuring the foreign Consuls at Shanghai that there should be no spread of the insane movement then raging in the north in the Yangtsze Valley. Loyally he made the promise, and loyally he carried it out. The result, in our opinion, saved the Empire from much of the punishment which otherwise it would have suffered, while at the same time offering to foreign diplomats a more complete proof of the loyalty of the Provincial rulers to the existing dynasty and their real power than had before been possible. When is added to this long list of reasons why foreigners should bear his memory in reverence the fact that he is pre-eminent in Chinese eyes as a man of incorruptability and that despite his strictness when necessary he has been always a kind and considerate ruler, some slight idea of the greatness of the loss entailed by his death can be gathered.

It was most fitting that the foreign consuls in Shanghai should desire to show in a more than usually open manner the respect they had for the dead Minister, and it was arranged, out of this expressed desire, that the united Consular Body of Shanghai, together with representatives of the two foreign Municipalities and of the China and American Associations, should proceed to Nanking in a body on one of the occasions when, according to Chinese funeral ideas, it is becoming, and there personally show their respect. The commanding officers of the various navies having fleets in these waters also decided to take part and show their gratitude. These resulted in a gathering at Nanking on Saturday, the 15th of November, of a fleet and collection of foreign Consular officials which has never been equalled, and which it will probably be long ere it is excelled.

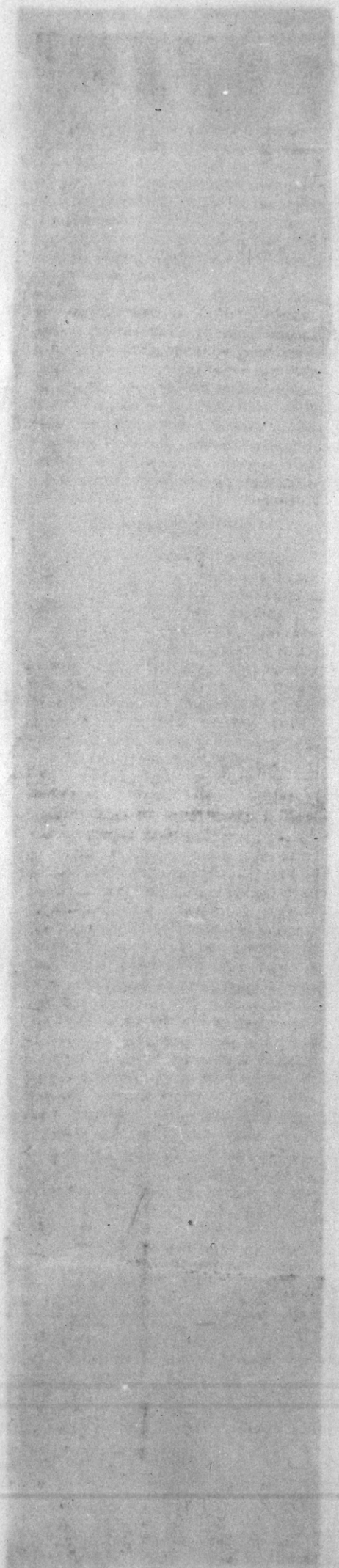
THE FLEET.

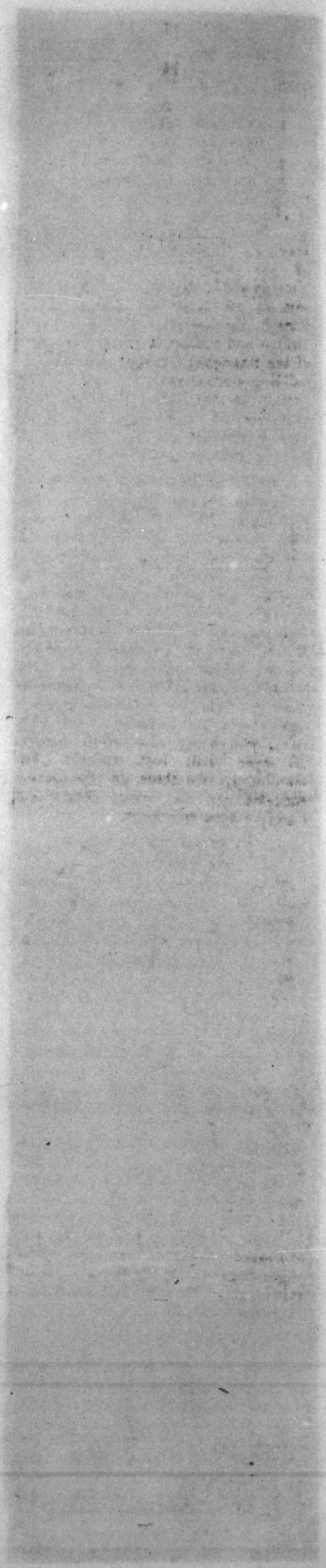
Before the date mentioned there had arrived off Nanking H.B.M. despatch boat Alacrity, the flagship of Vice-Admiral Sir Cyprian Bridge, K.C.B. in command of the China Station, and H.B.M. men-of-war Eclipse, Bramble and Rosario, H.G.M.S. Hansa and Seeadler, the French men-of-war Pascal and Decidee, the American cruiser Helena, the Austrian ironclad Kaiser Karl VI, Japanese, besides several Chinese men-of-war, and the Customs cruiser "Lin-Hsing." Mr. R. W. Mansfield, H.B.M. Acting Consul-General at Shanghai came up on the Alacrity, while by various other vessels Mr. R E. Bredon, Deputy Inspector-General of Customs, Mr. F. E. Taylor, Statistical Secretary of Customs, Mr. W. V, Drummond, and others from Shanghai had already reached this capital.

SHANGHAI'S VISITORS.

Shortly before 7 o'clock in the morning of the 15th your correspondent reached Nanking on board of the China Merchants' river steamer Kiangfoo after a passage in good time, but under weather conditions the reverse of what could have been expected after last Thursday in Shanghai. Shortly after 7 o'clock the Chinese steamer Hsean, Captain Wallace, which had been placed at the disposal of the Consular body, came into the harbour and made fast alongside the Government hulk. The party aboard consisted of Dr. Knappe (who through the regrettable illness of Mr. J. Goodnow, U.S. and Senior Consul, acted as doyen) M. Ratard, Consul-General for France, and his wife, Mr. von Hirsch and wife, Mr. Avocaat, Consul-General for the Netherlands, and wife, Mr. Gottwald, Austrian Consul, and wife, Colonel Dignet (French) and wife, Mr. D. Siffert, Belgian Consul-General, Mr. F. Hagberg, Swedish Consul-General, Dr. Barchet, U.S. Consulate, Mr. Merklinghaus, German Consular Service and interpreter Mr. Castilho Spanish Consul-General, Mr. P. Muller, Mr. H. R. Kinnear, representing the International Settlement of Shanghai, M. A. Brunat, President of the French Municipality, Mr. J.N. Jameson, representing the American Association, Mr. C. J. Dudgeon, representing the China Association and MM. Tillot and de Cordon.

Almost following the Hsean H. Italian M's fine cruiser Lombardi, having on board Mr. E. Ghisi, representing his Majesty, came into harbour, and at 8 o'clock this vessel was saluted by all the saluting men-of-war in port. H.I.J.M's. ironclad Idzumi shortly followed the above named vessel, conveying Mr. Odagiri, Japanese Consul-General at Shanghai.





THE PROGRAMME.

Shortly after the arrival of this party on the Hsun, Mr J. C. Ferguson, Foreign Adviser of H. E. Shêng, on behalf of the Viceroy (whose cards had previously been presented) arrived on board and explained to these official guests the arrangements regarding the various ceremonies, at the same time seeing to the distribution of the official invitations from H. E. the Viceroy to an entertainment in the evening. These arrangements included the reception by H. E. the Viceroy of the Naval and Military visitors at his temporary Yamen at 10 o'clock, the reception of Vice-Admiral Bridge and staff at 10.30, the reception of the Shanghai Consular and Municipal Representatives at 11, and the return of the admiral's call at the British consulate at 11.30 and that of the Representatives at the Bureau of Foreign Affairs at 12 o'clock.

RECEPTION OF ADMIRAL BRIDGE.

Carriages were provided by His Excellency for all of his numerous guests, and this programme was punctually carried out. His Excellency the aged viceroy Chang Chih-tung received his guests with becoming dignity, accompanying them to the large gates of his Yamen between files of well set up and sturdy looking, foreign drilled and armed soldiers standing at the present, with fanfares blowing. The Viceroy shows evident signs of age, his moustache and long beard both being snow white, though his eyes still look sharply and searchingly into those of the person addressed, and he walked firmly and erectly without assistance.

RECEPTION OF SHANGHAI REPRESENTATIVES.

At the reception of the Consular Body Dr. Knappe, as spokesman, expressed the sincere regrets felt by that body at the death of the illustrious ruler, whose posthumous title is translated as Duke Lin, adding that it gave them all confidence in the future that so able and well known a successor should have been appointed in his stead. H.E., in reply, thanked the visitors for the trouble they had been put to in expressing their regards for his predecessor, which he said would be highly treasured by his late colleague's family and friends. He also returned thanks for the kind words spoken regarding himself, assured all that he would endeavour to continue the policy of his old friend and predecessor, and expressed the hope that the future might see even closer relations than the existing ones established between the countries represented and his own.

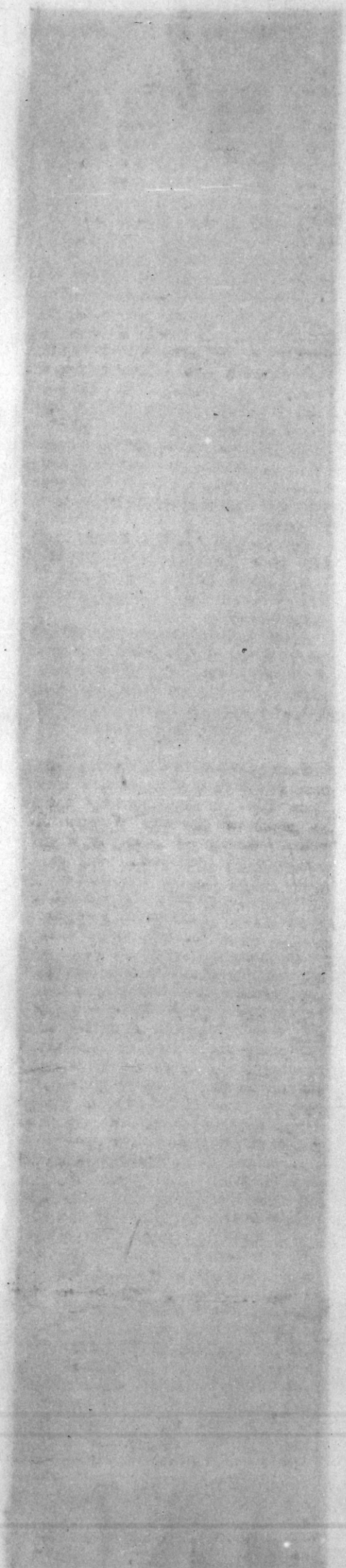
CHANG CHIH-TUNG'S TROOPS.

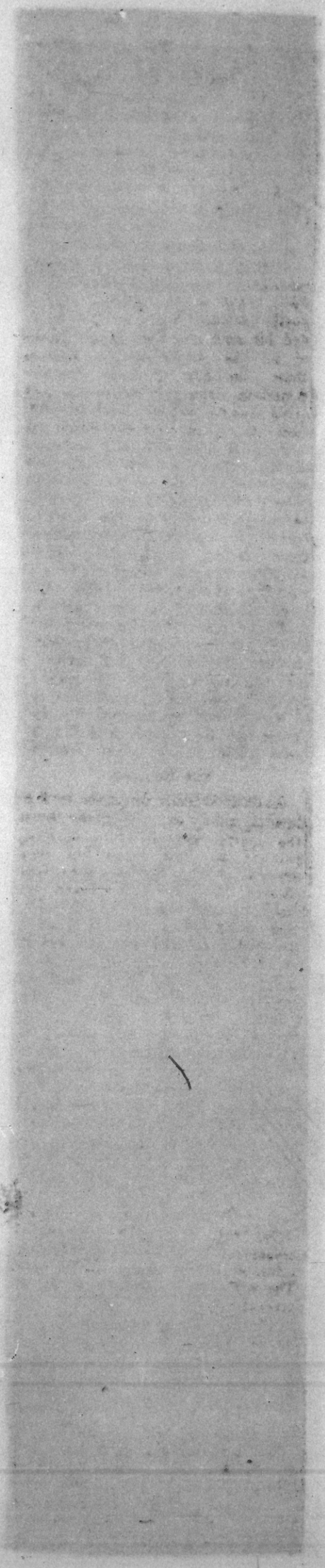
It may be interesting here to note that H.E.'s temporary yamen is situated on the main new horse road which H.E. had himself had constructed through the city when in temporary occupation of the same post during the China-Japan troubles. In front, on a spare piece of ground, were encamped the soldiers of the regiment of foreign drilled soldiers brought by H E. from Wuchang still housed in neat tents of blue cloth, looking, however, too cold for comfort during the cold snap. H.E.'s personal bodyguard throughout these receptions, as well as the guard of honour for the guests were made up of men from this regiment, under the command of bright looking young officers dressed in loose-fitting black jackets, braided with belvet loose baggy red trousers and knee boots, with foreign swords buckled at their waists and official Chinese hats, with buttons and horsetail finish complete, on their heads. The men were dressed in padded, rather tight fitting short jackets, padded trousers and cloth half boots, with leather belts and blue cloth turbans. They carried knapsacks, well packed, straw sandals however being placed in a conspicuous place, and were armed with modern foreign rifles and short, serviceable looking bayonets. Those on duty performed their manual exercises smartly, and altogether produced a very good impression.

THE VISITS RETURNED.

A short drive from the yamen conveyed Shanghai's portion of the many guests to the Bureau of Foreign Affairs, where liquid refreshments and cigars and cigarettes were served while awaiting the arrival of H.E. Promptly at 12 o'clock this punctual ruler arrived, seated in a brougham designed as nearly as possible to counterfeit the official Chinese chair in outward appearance. This was drawn by two ponies, and was preceded and followed by a mounted bodyguard. After greeting all those assembled, H.E. thanked them all most cordially for the pains they were taking to show their respect for his predecessor, and also for the courtesy they had shown him upon his taking up his new post. Dr Knappe, as doyen, suitably replied, expressing the hope that H E. might have good health and great prosperity during a long tenure of his office. Following this there was a short period of informal conversation. Dr. Knappe expressed the hope that now that H.E. had taken control in these provinces the railway from Shanghai to Nanking might be looked forward to with some certainty, adding that it would greatly facilitate travelling and making official visits. H.E., while admitting the utility of railways, smilingly added that they had their drawbacks. He explained this by saying that the 3,0 0 officials under him might more frequently call upon him and "bother" him if they could do so in a few hours instead of a few days, as is now the case.

The return drive of six miles from the yamen to the steamer landing, over the system of really good roads, gave the visitors another opportunity of admiring H.E.'s ability and enterprise. Fairly broad, well macadamised and excellently kept, with stone paved footpaths on either side, these open up the interior of the "Southern Capital" as no other Chinese city has ever been. They must serve as an admirable example of what can be done in the most conservative towns, to the thousands of officials who regularly make pilgrimages to this provincial seat. If by any chance his example be





followed by even a few, Chang Chih-tung's name should deservedly go down to posterity in a halo of grateful memory. It was currently reported during this visit that already H.E. has begun extending the system of roads, and that a section some few hundred feet in length was being built in a great hurry in order to permit of his being driven in his carriage to a temple which he was to officially visit on the 17th inst.

THE EVENING RECEPTION.

On Saturday evening His Excellency received all the foreign visitors to the Port, in the Military College. These guests included Vice-Admiral Bridge and his staff, the captains and officers of all the men-of-war in harbour these including British, German, American, Japanese, Italian and Austrian, besides officers from his own fleet, the Consular, Municipal and Commercial representatives mentioned above, besides Customs officials and other foreign members of his Government. The entrance courts and the central hall of the College had been turned into a veritable crysanthemum show for the occasion, the central hall containing an exceptionally fine mass of these beautiful blossoms. The large class room on the right was used as the reception room, and there each of the guests were presented to their host in turn, H.E having a few appropriate words of greeting for each one. H.E. must have had a trying time, considering his age, as he was kept standing for a full hour going through this ceremony.

THE BANQUET.

At 6 o'clock sharp the guests were all lined up and followed their host across the central courtyard into the large hall on the left, which had been converted for the occasion into a very spacious Banquet Hall. Down the centre of this was a long table, with cross tables at each end. H.E. sat at the centre of the main table, with Admiral Bridge and Dr. Knappe as the senior naval and consular officials respectively, on each side of him. The military and naval officers of all nationalities sat on one side of the table, consular officials and others on the other. The guests were thoroughly divided as to nationality and the large number of Chinese high officials and interpreters, together with the consular representatives resident at Nanking, brought the number stated around the board to seventy-eight. The table arrangements had been made with considerable skill while the decorations, principally composed of crysanthemum blossoms, added considerably to the beauty of the scene. The very large number of officials present, all in their very brightest costumes, made the scene an exceptionally brilliant one.

The dishes composing the menu were served in either Chinese or foreign styles, the two classes of food being alternated, eleven courses and dessert completing the whole. Just after an intermission which marked the middle of the meal, His Excellency rose, as did his guests and His Excellency asked those present to drink the health and prosperity of Her Majesty the Empress-Dowager and His Majesty the Emperor. This being duly honoured, he proposed the health, long life and prosperity of the various sovereigns and rulers represented around his table, expressing the hope that their presence there that evening was but one of the many occasions on which he might see them as their mutual good relations continued and improved, and finally he drank to the health of all his visitors, to whom he returned thanks for their presence in Nanking as a mark of respect for his deceased friend and predecessor, as well as for the courtesy they had shown him upon his arrival at his new post.

Admiral Bridge, the senior guest, responded briefly on behalf of the others present. He expressed the appreciation of all at the numerous courtesies shown them by H E. even at a time when he must be unusually busy with his own affairs, and added the best wishes of all present that he might have good health to enable him to rule long and successfully over his new dominions. This was most heartily responded to by all present.

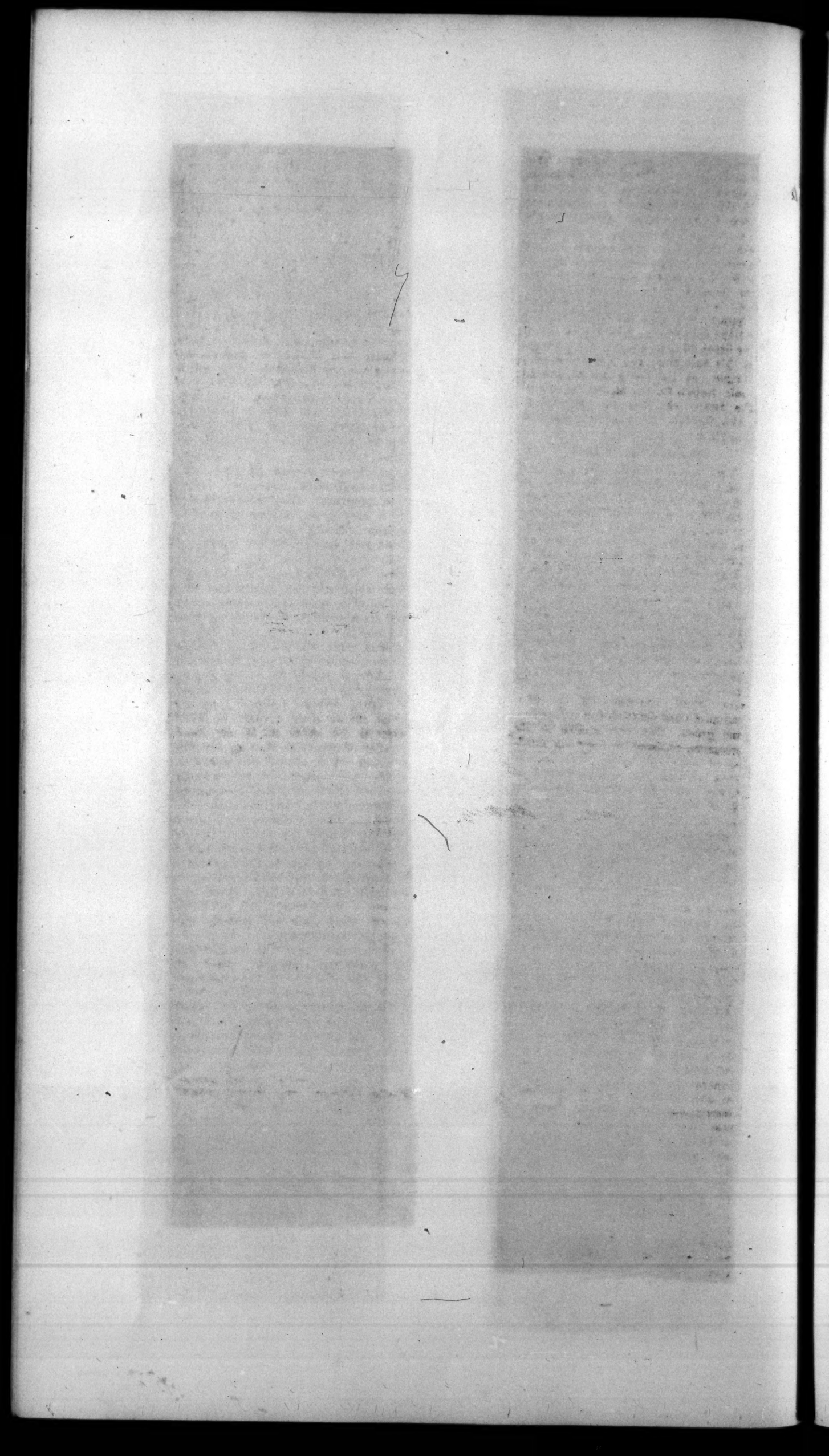
The banquet was not finished until well after 9 o'clock. At its conclusion H.E. again headed the guests in leaving the room and returning to the reception room.

After a brief inspection of the cadets of the military school, drawn up in the court yard, all bid their host good night and a return to their various homes was made.

THE FUNERAL.

Sunday, the 17th day of the moon, having been decided upon as a propitious day for removing the mortal remains of the late Viceroy Liu Kunyi from his old yamen, great preparations had been made. The gates of his yamen, and the entrance courts had been draped with immense masses of white cloth in the proper shapes and designs, while the body lying in state in its immense coffin had been surrounded for weeks by often changed relays of priests and personal attendants. Thither had come all the more important of the thousands of officials who had served under his late Excellency, performing the prescribed ceremonies and leaving as a record of their visits obituary offerings of suitable kinds. Hither also had arrived the thousands of tokens of respect and sorrow from the still greater number of friends and co-workers of the great Viceroy who had completed his mundane duties. All the honour which etiquete and honest sorrow combined could suggest to the Chinese mind had been done in honour of the remains, and all was ready for the final act, the beginning of that pilgrimage whose conclusion will be marked by the Chinese equivalent of "Ashes to ashes, earth to Earth." On that day the coffin was removed from the old home of the deceased, to make the first stage on the journey to that ancestral home near which it will finally rest.

This was the event to attend which so many distinguished foreign officials and representatives had made the journey to Nanking. By 9.30, the previously arranged hour, the Naval and Military officers, the Consular



Body from Shanghai, and the representatives of the Foreign population of that city, had assembled at the Yamen of the dead ruler, and had expressed their appreciation of the worth of the dead statesman in appropriate manner. They having expressed the desire to accompany the remains a short distance on their last journey, the place of honour, immediately before the personal relatives of the dead Viceroy, was accorded them, and they walked in procession from the yamen of the deceased, past the temporary yamen of his successor, and a short distance further, as the last means of showing their respect for the memory of one of the twain who had done so much to make foreign life possible along the Yangtsze.

THE FUNERAL CORTEGE.

Your special correspondent secured a very good position from which to view the procession in front of the Japanese Post Office, on the main street passing the yamens. Promptly at 9.30 a.m. the first portions of the procession was seen approaching. This consisted of a long double line of youths, dressed in long yellow vestments, preceding a number of processional chairs, also decorated with yellow funeral cloth containing large red lacquered tablets with inscriptions in gold. Following these were carried some ten paper representations of mythical personages, standing ten or twelve high, which in turn were followed by a large canopied chair decorated in red, yellow and green. The next section of the procession consisted of fully one hundred of those red boards with inscriptions, such as are always carried in greater or less numbers by every official when in state. The bearers were all clad outwardly in white gowns having the monogram of the deceased printed on them in light blue. They were succeeded by a huge number of runners, some in black with high pointed caps, carrying swords, and more in white carrying the mystical long handled curved swords, clubs, tridents and other symbols of the manifold offices held by the deceased. Then came in long procession an outward symbol of the respect felt for the late aged ruler by those under him. This consisted of no less than sixty-two huge honourific umbrellas, of various coloured silk, the apex of each being the stork, that bird so closely connected in Chinese mind with funeral needs. The hanging curtain to each umbrella had perpendicular inscriptions right around, while this was in turn supplemented by a kind of fringe, composed of strips of silk, two inches wide and half the length of the curtain, each strip having also some appropriate text printed on it. This display of umbrellas produced a great impression upon the thousands of Chinese of all classes who were packed tight in every part of the wide road through which the procession passed.

There was a break in the line after this, and the procession was resumed by a very long line of Buddhist priests, clothed in the usual parti-coloured robes of red and grey, preceded and followed by two long inscribed blue streamers held aloft, and a narrow blue umbrella. Shortly after this the main portion of the pageant began slowly to pass. First came a company of the late Viceroy's soldiers, in semi-foreign costume, armed with rifles, with fixed bayonets, carried on the shoulder. They escorted a large chair, draped in white, wherein was exposed a hand-painted portrait of the deceased, which was in turn followed by first the officers of Liu Kunyi's foreign drilled troops (Chinese) and next of the immense number of small officials and Yamen runners who had served under His Excellency. After this came a line of amusing paper figures, carried by small boys, who caused much merriment during their progress. They were succeeded by a very great number of superior Chinese officials, clothed in official robes and wearing all the insignia of their rank. These latter followers were within the long lines of white cloth which extended from either side of the coffin, supported by runners and soldiers whose duty it was to keep back the crowds. Following these Chinese officials came all the official foreign visitors, headed by Admiral Bridge and Dr. Knappe, nearly all of these gentlemen being in full uniform. These in turn were followed by a large official chair draped in white even to the metal button on top, a number of musicians blowing the long trumpets which always accompany a coffin, and other yamen personal servants. Next came another company of the dead satrap's foreign drilled body guard, in blue uniforms with black facings, followed by another long line of Chinese officials in full dress, and a few more paper figures. The deceased's official chair was carried after these, it being in turn followed, by the relatives of the deceased, all dressed in coarse white cloth and looking unshaven and distressed.

Then came the coffin itself, borne by sixty-four bearers, many of whom wore official hats. The catafalque itself was completely hidden under a large square canopy of dark blue velvet, embroidered in gold thread with emblematical figures and long lines of texts. This was in turn surmounted by a huge stork at its apex.

As this grand catafalque was carried slowly through the closely packed masses of people lining the sides of the roadway, a hush fell upon all for the moment, making the spectacle an impressive one. This practically completed the ceremony, as only a few chairs carrying female relatives and young children, all in white, followed the coffin.

CONSULAR BUREAU.

No. 2

RECEIVED DEC 26 1902

3rd. ASST. SECRETARY. DEC 30 1902

CONSULAR BUREAU. NOTED

Consulate-General of the United States,

Shanghai, Nov. 21st, 1902.

Mr. John Goodnow

To the Department of State.

Acknowledge Jany 7/03

Subject:

Marriage Certificates

Abstract of Contents.

Enclosing Marriage Certificates of Carl Ludvig Seitz and Katherine M. Gouttles and of Frank Arthur Tiller and Ellen Elizabeth Tilley.

INDEX BUREAU JAN 6 1903 FILED

No. 44

Consulate-General of the United States,

Shanghai, Nov. 21st, 1902.

Honorable A. A. A. Price,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to transmit herewith Marriage Certificate of Carl Ludwig Seitz and Katherine M. Gottbles and also that of Frank Arthur Tiller and Ellen Elizabeth Tilley.

I have the honor to be

Sir,

Your obedient servant

John Goodnow

Consul-General

Enclosures. 2 as above stated.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

Consular Office of the United States of America

SHANGHAI, CHINA Oct 15 1902

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this 15th day of Oct A. D., 1902, at St Josephs Cathedral in the city of Shanghai China; Carl Ludwig Seitz, aged 22 years, born in Yokohama Japan and now residing in Shanghai China, and Katherine M Gobbles, aged 20 years born in New York City, and now residing in Shanghai, were United in Marriage before me, and in my presence, by Rev John R Hykes D D, who is authorized by the laws of Penn. to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this 15th day of Oct., A. D. 1902, and of the Independence of the United States the 127th

[L. S.]

John Goodnow

Consul-General of the United States of America.

CONSULAR BUREAU. NOTED.

Fee one dollar. To be issued in duplicate.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

Consular Office of the United States of America

SHANGHAI, CHINA Nov. 18 1902

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this 18th day of Nov A. D., 1902, at the China Inland Mission in the city of Shanghai, China, Frank Arthur Keller, aged 39 years, born in Minden New York and now residing in Shanghai China, and Ellen Elizabeth Tilley, aged 31 years born in England, and now residing in Shanghai China, were United in Marriage before me, and in my presence, by Rev F A Sloane, who is authorized by the laws of England to perform such a ceremony.

In Witness Whereof *I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this* 18th *day of* Nov, *A. D.* 1902, *and of the Independence of the United States the* 126th

[L. S.]

John Goodnow

Consul-General of the United States of America.

CONSULAR BUREAU. NOTED.

Fee one dollar. To be issued in duplicate.

CONSULAR BUREAU.

No. 495

RECEIVED DEC 30 1902 DEPARTMENT OF STATE

3rd. ASST. SECRETARY. DEC 30 1902

Consulate-General of the United States,

Shanghai Nov 21, 1902.

Hon. Goodnow

To the Department of State.

Subject:

Chinese Education Ans Jany 6/1903

Abstract of Contents.

329 Aug 11 to S

INDEX BUREAU JAN 12 1903 FILED

No. 495

Consulate-General of the United States,

Shanghai, Nov. 21st, 1902, 190.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my number 462 of July 5th, 1902, handing you a copy of letter from H. E. Sheng stating that the Chinese Government offered me the order of the double dragon for services in maintaining the peace in 1900;- I beg to report that the jeweler (in Shanghai) who made the decoration has sent it to me. I at once informed the Taotai that I could not accept it unless or until I should receive authority from you so to do. He asked me to let the jewels remain here until you should finally decide the matter. They are accordingly stored here in the Consulate safe awaiting your instructions.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

RECEIVED DEC 30 1902 DEPT OF STATE

CONSULAR BUREAU.

3rd. ASST. SECRETARY. JAN 2 1903

No. =

Consulate-General of the United States,

Shanghai Nov 29, 1902.

Mr. Goodnow

To the Department of State.

Subject:

in re the case of Rolker vs Rolker

Ack'd by Jarvis 1/5/1903.

Abstract of Contents.

report of 2 cases.

INDEX BUREAU JAN 2 1903 RECEIVED

No. —

Consulate-General of the United States,

Shanghai Nov 24, 1904.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate) two cases of Rolker vs Rolker.

I am, Sir,

Your obedient servant

Wm Rodgers

Consul General

U. S. CONSULAR COURT.

Shanghai, 20th November.

Before JOHN GOODNOW, Esq., Consul-General, (Acting Judicially.)

and Messrs. DUNNING and THOMPSON, Assessors.

ROLKER v. ROLKER.

There were two suits, in both of which Mr. G. F. Curtis appeared for the plaintiff Mrs. Rolker. Defendant conducted his own case.

Plaintiff's petition in the first case set forth as follows:—

1.—That the defendant is a citizen of the United States and within the jurisdiction of the Court.

2.—That the plaintiff and defendant were lawfully joined in marriage on the 12th day of October A.D. 1881, at Maracaibo, Venezuela, and from said date to the month of December, 1901, they lived and cohabited in the relation of man and wife.

3.—That in the month of July, 1898, the plaintiff out of her own separate property lent the defendant at his request, two thousand dollars gold, lawful money of the United States of America.

4.—That with the exception of thirty dollars and forty cents gold, lawful money of the United States of America, defendant has not paid the same, although the defendant has repeatedly promised in Shanghai to pay the same before he separated and lived apart from the plaintiff.

Wherefore the plaintiff demands judgment for one thousand nine hundred and sixty-nine dollars and sixty cents gold, lawful money of the United States of America, with interest from the month of July, 1898.

For a second cause of action, the plaintiff complains and alleges:—

1.—That on the 8th day of August, 1901, the plaintiff, out of her own separate property, lent the defendant for his accommodation and at his request, and without any time being agreed on for repayment, the sum of five hundred dollars gold, lawful money of the United States of America.

2.—That the plaintiff has demanded payment of the same, but the defendant has not paid this said sum of five hundred dollars, nor any part thereof, although he has repeatedly promised to pay the same in Shanghai before he separated and lived apart from his wife.

Wherefore your petitioner prays that judgment may be given against the defendant accordingly, with interest and costs; and that she may have such other and further relief as to your Honourable Court may seem meet, and your petitioner will ever pray.

An answer was put in as follows:—

1.—Defendant admits art. 1 of the petition.

2.—Defendant admits that he was lawfully married to the plaintiff as alleged in article 2 of the petition, but denies that he has cohabited with the plaintiff after 20th November, 1901.

3.—Defendant denies the allegation set forth in art. 3 of the petition but contends that the $2,000 referred to in said article were part of his own private property, all of which at that time was standing in the Bank in the name of the plaintiff because of a trip of the defendant to Central America and to facilitate matters for the plaintiff in case of the death of the defendant. During his stay in Central America defendant states that some time during 1896 he did present to plaintiff bonds to the nominal value of $600 which later on realised a little over $2,000 gold. That of said money, $2,000 Mexican were invested by him with the plaintiff's consent in stock of the Honduras Trading Co.; that he at that time conscientiously believed same a favourable investment, having himself invested some $10,000 in the same enterprise; but that for causes which were beyond his control the enterprise turned out a failure.

4.—Defendant agrees that here in Shanghai the plaintiff has claimed that she never authorised such investment, and the defendant because of the disputes then existing between plaintiff and himself has stated that rather than have the slightest discussion on money matters with the plaintiff he would agree after the sale of his Venezuelan Bonds to refund to her the money lost by said investment, but defendant contends that this his voluntary offer is no cause to grant judgment for such amount.

5.—Defendant states that as he has already paid to plaintiff $90.07 on account, he is willing and does hereby confess judgment in favour of the plaintiff for $1,909.93 U.S. gold without interest, and is willing to place into the hand of the Court an order for the sale of sufficient Bonds to cover such judgment at a reasonable limit or to take in this matter such other steps as to this Honourable Court may seem proper.

For answer of the second cause for action alleged in the petition, defendant denies the allegations in arts. 1 and 2, and states that plaintiff had no such funds of her private property in Bank as alleged, nor did the plaintiff ever have any funds in Bank in her own exclusive name excepting as explained in art. 3. That all funds that were in Bank in San Francisco in the joint names of the plaintiff and the defendant were either the private property of the defendant or of the stockholders of the International Trading Company, and that such funds were also placed in her name only to facilitate matters in case of the death of the defendant, who was then leaving on a trip to China, and for any personal expenses of the plaintiff and her daughter in excess of the monthly allowance which he, defendant, had aranged to be paid to them.

Wherefore the defendant prays the decision of the Court in accordance with this answer and for other relief.

Mr. Curtis briefly explained the circumstances leading up to the case.

In consideration of the money paid into Court the first cause of action was not proceeded with.

Plaintiff stated, in evidence, that at the time of her marriage, defendant made her a present of furniture; in August 1901, she (plaintiff) was living at San Francisco; she sold the furniture and paid in the proceeds $600 gold, to the joint account of herself and husband at the bank Defendant drew a cheque for $500 on this account and this was the amount of which it was sought to enforce repayment.

Cross-examined plaintiff admitted that before she sold the furniture she cabled to defendant at Shanghai and asked if she should do so, and he replied yes, although the furniture was her own. A memorandum, produced, was in her handwriting, and showed the state of the account in the bank, at the time when defendant wrote stating that he was going to drawn the $500. Plaintiff had asked for the repayment of that money when the present suit for divorce began. Defendant had promised to repay the money.

Alice Rolker, daughter of the parties, said her father had several times in her presence promised to pay the money claimed by her mother. The promise had been made at Markham Road. The first promise was made about the third Sunday after witness and her mother arrived in Shanghai, which was on 17th November last. In cross-examination witness said that defendant had once written out a note for the payment of the $2,000 about which there was also a dispute, but he did not make it out correctly and her mother tore it up. Defendant had frequently acknowledged that the furniture was plaintiff's property.

Defendant gave evidence. He gave his wife, he said, a set of furniture when they were married, and another set in 1885. That, however, had been worn out and replaced by other, concerning the ownership of which no question had arisen till this trouble began. The furniture his wife asked permission to sell at San Francisco did not contain a single piece of that he originally gave her. The proceeds of the sale were put to the family account of himself and his wife, and when he drew the $500 he wrote to her in order that she should not overdraw the account. When the dispute occurred plaintiff demanded the return of $2,000 she said she had lent him. He said he did not owe the money, but at last he had said "all right take your money and be finished." He then wrote out the note promising to pay the money as soon as he could possibly raise it.

Mr. Curtis: That note was not accepted; it was torn up.

This concluded the evidence in the first suit.

The Divorce Suit.

The second suit, which was for divorce a vinculo matrimonii was proceeded with.

Mr. Curtis, first put in the following affidavit.

Mrs. John Henry Rolker being first duly sworn deposes and says, that she is the plaintiff in the above entitled action; that her sole source of revenue consists of the defendant's promise to pay herself and daughter's board bill at the Boarding House, No. 17, Nanking Road, and one hundred dollars Mexican, for the personal expenses of herself and daughter; that defendant has threatened to break this promise to pay this board bill and deprive her of the meagre sum allowed herself and daughter for personal expenses, and force her to earn her own living even if it were necessary for her to scrub floors to do so.

Wherefore the plaintiff prays this Honourable Court that she be allowed two hundred dollars gold a month, for herself and daughter, pending the trial of this action, and two hundred dollars gold, counsel fees to prosecute her suit for divorce.

Defendant did not object to the counsel's fee, as Mr. Curtis had behaved very nicely in the matter. The payments to the wife and daughter were already being made.

The order was made accordingly.

The first and second paragraphs of plaintiff's petition were the same as in the first petition. The others set forth:—

3.—That from the 12th day of October, 1881, to about June, 1882, the plaintiff and defendant lived together in Maracaibo, Venezuela, and from about June, 1882, to August, 1899 they lived together in New York, and from about August, 1899, to November, 1900, they lived together in San Francisco, and from the 17th day of November, 1901, to the date of filing of this petition and at the present time, the plaintiff and defendant, with the exception of about three weeks, dating from the said 17th day of November, 1901, have not lived and cohabited together in the relation of husband and wife. That the plaintiff has by the defendant an infant daughter, Alice Rolker. That the plaintiff and said daughter reside at No. 17, Nanking Road, in the City of Shanghai, and the defendant resides at No. 33, Kiangse Road. That the plaintiff has resided constantly and uninterruptedly in the said City of Shanghai, since the said 17th day of November, 1901, to the present time, and that the defendant has resided constantly and uninterruptedly in the said City of Shanghai from about the — day of December 1900 to the present time.

4.—That the defendant is the Manager of the American firm of Castle Brothers, and receives the salary from said firm of four hundred dollars gold a month, in lawful money of the United States, or its equivalent in Mexican dollars, together with a certain interest in the profits of the said business.

5.—That the plaintiff hath in all respects demeaned herself as a kind and affectionate wife, and although by the laws of God, as well as by the mutual vows plighted to each other, they were bound to that uniform constancy and regard which ought to be inseparable from the marriage state, yet so it is, that the said defendant John Henry Rolker, in violation of his marriage vow as well as of the laws of the United States of America, has offered such indignities to the person of the plaintiff as to render her condition intolerable and her life burdensome. That the defendant did on the 2nd day of April, 1902, wilfully, maliciously and brutally commit an assault and battery upon the plaintiff, to wit: that he did then and there on the said 2nd day of April, 1902, in a violent and threatening manner, and towering rage, attempt to choke the said plaintiff; that he had the present ability then and there to carry out his said threats; that he did then and there in a violent, wilful and unlawful manner use force and laid violent hands upon the person of the plaintiff and attempted to eject her from her home. That the defendant has repeatedly since the said 2nd day of April, 1902, threatened to kill the plaintiff, and by cruel and barbarous treatment, the defendant has endangered plaintiff's life. In consequence of the said brutal assault and battery, and of the said cruel and barbarous treatment, and of the said threats against the life of the plaintiff, the plaintiff lives in daily fear of great bodily harm at the hands of the defendant, and suffers great mental stress and anguish.

The plaintiff bases this petition for divorce "a vinculo matrimonii," on cruel, brutal and inhuman treatment, endangering plaintiff's life, and upon such indignities offered to the person of the plaintiff as to render her condition intolerable and her life burdensome.

Wherefore the plaintiff prays that a decree of this Honourable Court may be made for divorcing her, the said plaintiff Mrs. John Henry Rolker, from the bonds of matrimony as if she had never been married, and also allowing her such alimony as the said defendant John Henry Rolker's circumstances will admit of, and also for the custody of the said infant daughter, Alice Rolker, also for two hundred dollars gold, counsel fees in this suit, and for such other and further relief as to the Court seems meet and just.

Mr. Curtis remarked at the outset that plaintiff desired to withdraw a previous petition for divorce and substitute this one, of which a copy had been served on defendant. No good could come to either of the parties by forcing the original complaint, and defendant was willing to accept the service of the amended complaint.

Defendant.—I request, your Honour, that that be done.

His Honour.—I grant it, though it is very irregular, pro bono publico. I understand that the time for answering this original complaint has passed long ago, but it is a case of public morals and the good of the community, and I grant the application to proceed with the new petition.

Mr. Curtis read the petition, and then remarked that a question might arise as to the authority of the U.S. Consular Court to grant divorces. Unfortunately he had been so pressed with another case before the Court that he had not been able to prepare a brief, but would briefly outline his authority for maintaining that the Court had jurisdiction. Under section 1482 of the Revised Statutes of the United States (second edition 1878), it was provided that any persons could marry in a foreign country before a Consular official who could be legally married under the laws of the district of Columbia. From this Mr. Curtis argued that divorces in Consular Courts would also come under the laws of Columbia. The territory of Columbia was not a self-governing body.

His Honour—It is governed by the statutes of the United States and also by statutes of the District of Columbia. There is no question of the application of the statutes of the United States to Consular Courts, but there is a question in my mind as to the special laws of the district of Columbia.

It was decided that the question of the Court's jurisdiction should be waived temporarily, and that the case should proceed, the fact being kept in mind that a denial of the petition might come about on this ground.

Defendant was asked for his answer to the petition and at first refused to produce one.

His Honour pointed out that if no answer was forthcoming the complaint was admitted.

Defendant said he did not understand that, and produced the following answer:—

1.—Defendant admits articles 1, 2, 3 and 4 of the petition, excepting that he denies having cohabited with the plaintiff after November 20th, 1901.

2.—Defendant denies allegations set forth in article 5 of said petition as absolutely false in spirit and facts.

Plaintiff stated that from the time of her marriage in 1881, up till the time mentioned in the complaint, she had cohabited with her husband. She had always demeaned herself properly towards him and been his affectionate wife. She had denied herself things on his account at a time when they had to economise. He came to Shanghai before her, and when she arrived she found he had entirely changed. From the very first he was cursing, finding fault and fighting her. Things came to a crisis on the 2nd of April, when he threatened to throw her into the creek, and did throw water all over her. She had to run out of the house in consequence. He also threatened to choke and to shoot her. Another time he took her by the arm and tried to put her out of the house. His violence made her life miserable, and her daughter had to sleep with her as they were both afraid of him. He put great indignities on plaintiff in the presence of the servants. He called her by foul names, that she did not like to repeat. On 14th June she left the house and refused to live with him longer, but he came every Saturday and there was always fighting. Until they came to Shanghai defendant was very kind to her and they lived happily together, but his changed treatment had made her a physical wreck. On the occasion he put her out of the house he looked like a fury. On another occasion she ran out into the garden in fear and her daughter had to look for her. The whole neighbourhood knew what was happening, as it was done with open doors.

Questions concerning another woman were ruled out by the Court.

Cross-examined, plaintiff said defendant had never before doubted her honesty as a wife.

Alice Rolker, the daughter, gave corroborative evidence of the threat to choke and shoot plaintiff, of the throwing of water, and the attempt to batter down a door by her father, also of her mother running out into the garden to escape. Plaintiff was frightened, and her health had suffered greatly. Witness could only explain one incident by reference to the other woman.

His Honour allowed a reference but no names to be mentioned.

Witness then said that plaintiff had refused to receive this other woman, with the result that defendant never gave her two minutes' peace. Her father was responsible for his acts when in his rages. When they first came to Shanghai witness and plaintiff had both begged defendant to be as before, but he had refused. On the night he threatened to shoot plaintiff, the latter ran upstairs, where the loaded pistol was kept, and witness was afraid that defendant would carry out his threat.

Cross-examined witness said plaintiff never used disagreeable language to defendant till some time after they had been at Shanghai when he threw water over her, she told him that he was a coward.

Defendant was sworn and gave evidence on his own behalf. He said: the only thing I wish to state is that never in my life have I raised my hand to any woman or touched the body of my wife in a violent manner.

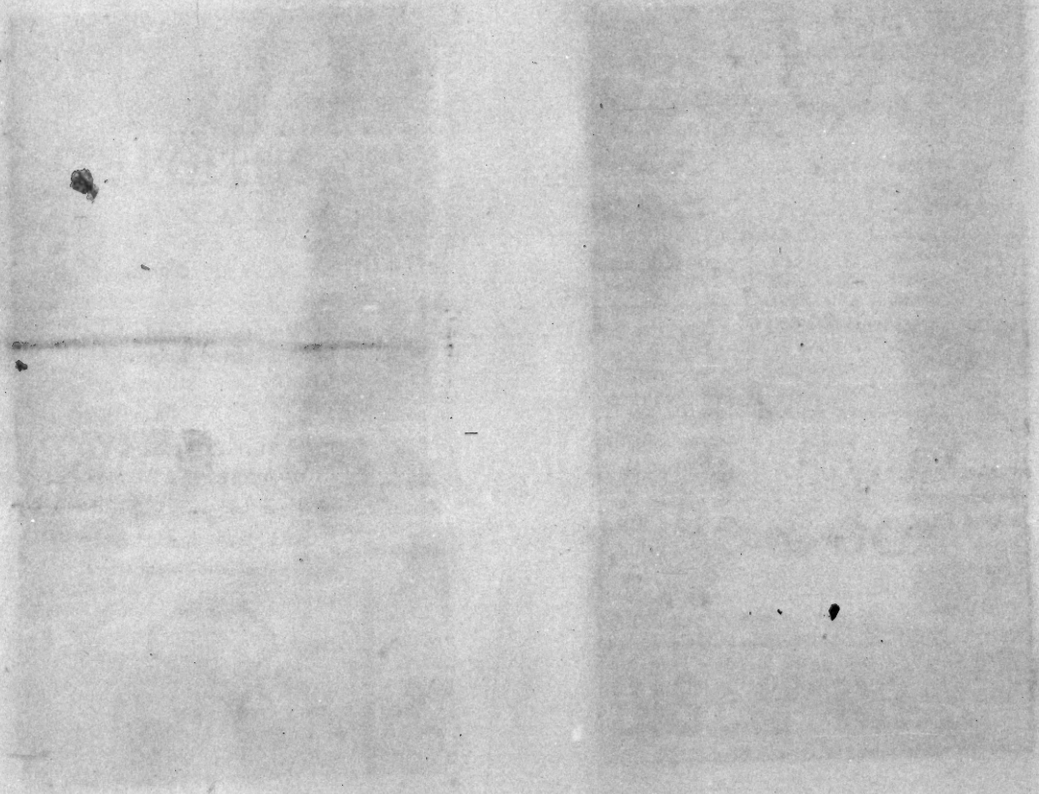
Defendant was subjected, however, to a rigorous cross-examination. He admitted that in a moment of exasperation he had thrown water over plaintiff, that she was dressed for the theatre at the time, and that it soaked her dress. There had been a few disagreeable words between them previously. Mrs. Rolker used some disagreeable names to him, the boy was round and he did not like it, and so far forgot himself as to throw the water. He did not go to the theatre himself that night with any lady. The same cause led to the throwing of the water on the second occasion. Defendant did not remember ever to have threatened to kill his wife. On one occasion he was trying to have a conversation with his daughter and his wife interfered, trying to get into the room, and he believed he said at last "get out or I will shoot you." There was a pistol on the chair by the bedside, where he always kept it. He had once or twice carried it loaded in Shanghai; they had been occasions when he had been walking at night into the country. The occasion when he forced his way into his wife's room late at

night was this. Certain properties of his had been left in the room and he wanted them. His wife locked the door and he did not feel inclined to wait and so tried to break open the door. The property consisted of some trinkets and a photograph of a woman who was living in Shanghai and was not a relative. He did not remember ever to have threatened to choke his wife, though he might have made some such remark when exasperated. He was unfortunately very highly strung and violent in temper. He had never attempted to put his wife out of the house. Had he done so, he would have succeeded, being so much the stronger. His wife suffered from hysteria and his daughter was under a misapprehension as to what occurred The running out into the garden by his wife was just a piece of theatreals for the benefit of his daughter. He did not know whether she was trembling and unable to sleep afterwards, as he passed the night in a different room.

Questioned on the subject of means, defendant said that in addition to his salary he was allowed 15 per cent on the profits made in Shanghai; that meant nothing to him at present. His appointment was for one year certain from 1st January last, and he was led to believe it would be extended for another year. It cost him $200 Mex. a month for his board and apartments, and other expenses, drinks smokes, and entertaining, which was partly, in the interests of his firm, cost from $200 to $250 a month more. He paid $230 a month for his wife and daughter's board and allowed them $50 each for personal expenses as well. He was behind with two accounts which he was hoping to settle out of the Venezuelan bonds. One was to his brother for a year's contribution to the support of a sister who had been left unprovided in Brooklyn. If the divorce were granted he thought it much better his wife and daughter should return to Venezuela to his wife's father, and not to Brooklyn, where they might become a burden on his own relatives. In the event of his death he had settled an insurance of $15,000 gold on his daughter. He thought it best as his daughter desired to remain with her mother, that her custody should be given up to plaintiff. He hoped yet to win back the affection of his daughter. He would do his best to pay their travelling expenses to Venezuela.

Plaintiff and her daughter both expressed a desire to proceed not to Venezuela, which the mother left 18 years ago, but to Brooklyn where all their friends were, and where the daughter's education could be properly completed.

Mr. Curtis intimated that he hoped to be prepared to argue the legal question in about two weeks, and the Court rose.



U.S. CONSULAR COURT.

Shanghai, 28th November, 1902.

ROLKER v. ROLKER.

Judgments in these suits were given. In the divorce suit it was as follows :—

Petition of the plaintiff in this case alleges cruel, brutal and inhuman treatment endangering plaintiff's life, and such indignities to the person of the plaintiff as to render her condition intolerable and her life burdensome. Wherefore the plaintiff prays for a decree of divorce and suitable alimony, and the custody of an infant daughter, Alice Rolker, and for counsel's fees in this case.

The defendant's answer denies the allegation of cruelty as absolutely false in spirit and fact.

Having listened carefully to the testimony of both plaintiff and defendant and to the testimony of their daughter, Alice Rolker, the Court is of the opinion that the allegations of the plaintiff as to cruel and inhuman treatment of her on the part of the defendant are proven.

Wherefore it is adjudged that the plaintiff shall be granted a divorce from the bed and board of the said defendant, and a decree is hereby granted that the said plaintiff, Carmela Rolker be and is hereby divorced from the bed and board of the said defendant, John Henry Rolker. It is further ordered that the infant child of the said J. H. and Carmela Rolker shall remain in the custody and care of the said Carmela Rolker until the said infant child shall arrive at full legal age.

It is further ordered that the said J. H. Rolker shall pay to the said Carmela Rolker one hundred seventy-five dollars U. S. gold ($175) per month during the life of the said infant and/or until her marriage ; and thereafter the said J. H. Rolker shall pay to the said Carmela Rolker one hundred twenty-five dollars U. S. gold ($125) per month.

It is further ordered that the said J. H. Rolker shall pay the first class passage of the said Carmela Rolker and Alice Rolker to Brooklyn, New York ; but he shall receive credit for the amount paid for the passage of the said Carmela Rolker on the judgment against him and in favour of the said Carmela Rolker given this day in this count for $1,909.93.

It is further ordered that the said defendant, John H. Rolker, shall pay the counsel's fees (U.S. gold dollars 200) of the plaintiff in this case, and shall further pay all the Court costs in this case.

JOHN GOODNOW,
Consul-General,
Acting Judicially.

We concur in the above rendered decision.

E. H. THOMSON,
E. H. DUNNING, } Associates.

In the money suit the judgment was as follows :—

The first cause of action in the petition is confessed by the defendant and judgment is therefore given on it in favour of the plaintiff for ($1,909.93) one thousand nine hundred nine dollars and ninety three cents U. S. gold. The second cause of action alleges that the plaintiff sold her own property to the extent of six hundred dollars U. S. gold ($600) and deposited the same in a bank in San Francisco to the account of J. H. Rolker and/or Carmela Rolker ; that the defendant chequed from that account five hundred dollars ($500), for which amount suit is brought. The pass book of the bank shows that altogether $2,444.67 was deposited in the bank prior to June 1st 1900. The cheque for $500 was made on August 8th 1901. On October 1st 1901 there was still a balance to that account of $1,027.71. The Court is of the opinion that the claim of the petitioner cannot be sustained on the second clause of action, and judgment thereon is given for the defendant. As the larger amount sued for is given in favour of the plaintiff, the Court costs in the case are to be paid by the defendant.

JOHN GOODNOW,
Consul-General,
Acting Judicially.

We concur in the above rendered decisions.

E. H. THOMSON,
E. H. DUNNING, } Associates.

282.

TELEGRAM RECEIVED IN CIPHER.

From Shanghai,

December 1, 1902.

Received 9.16 A. M.

INDEX BUREAU RECD DEC 1 1902 DEPT OF STATE

Secretary of State,

Washington.

Three Filipino sailors Army Transport LISTROM charged with killing Chinaman. Can I take jurisdiction?

GOODNOW

Answd by telegram Dec 1/02
Confd Dec. 5, 1902
To atty Genl Dec 20
Confd Jany 3/03

Ans Jany 3/03

INDEX BUREAU DEC 6 1902 TED

ciphered by

No. 496

CONSULAR BUREAU.

RECD. DEC 30 1902 DEPT OF STATE

3rd. ASST. SECRETARY. JAN 2 1903

Consulate-General of the United States,

Shanghai Dec 1, 1902.

Mr. Goodnow

To the Department of State.

We have sent as full instructions as we have

File

Subject:

Confirming telegram-

Abstract of Contents.

re Filipinos chg' with murder-

Jno Van Dyck

INDEX BUREAU AUG 31 1903 FILED

No. 496

Consulate-General of the United States,

Shanghai Dec 1, 1905.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to confirm the following telegram of this date

"Secstate Washington. Three Filipino sailors Army transport Sheridan (are) charged with killing Chinaman & ban I take jurisdiction. Goodnow".

The status of army transports & their sailors has not been clearly defined here & I am also loath to take jurisdiction over Filipinos, without instruction from you & I will be glad if you will instruct me fully on both points.

I am, Sir,

Your obd't servant

John Goodnow
Consul General.

File

ST. SECRETARY
JAN 9 1903
SOLICITOR'S OFFICE
JAN 9 1903

No.=

CONSULAR BUREAU.

Consulate-General of the United States,

Shanghai Dec 8, 1902.

Mr. Gardner

To the Department of State.

Subject:

U.S. vs Brown-Burke

Abstract of Contents.

Case (in duplicate)

INDEX BUREAU
JAN 10 1903
FILED

No. =

Consulate-General of the United States,

Shanghai Dec 8, 1902.

Honorable H H D Pierce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate) case U.S. vs A. J. E. Browne - Bonds.

The case has not been concluded as the man left town and apparently does not intend to return -

I am, Sir,

Your obd't servant

John Goodnow

Consul General.

U.S. CONSULAR COURT.

Shanghai, 17th November.
Before the Hon. JOHN GOODNOW,
Consal-General, acting Judicially.

U.S. PEOPLE v BROWNE-BURKE.

The complaint of John G. Russell, bar attendant, Central Hotel, against A. J. E. Browne-Burke, attorney and Councillor-at-law, came on for hearing this morning.

Mr. G. F. Curtis appeared for the manager of the Central Hotel, and defendant was not represented either personally or by Counsel.

In the terms of the complaint John G. Russell "made oath and said that on the 11th inst. between the hours of 7 p.m. and midnight, at the Central Hotel, Shanghai, an American citizen known as A. J. E. Browne-Burke was drunk and did maliciously and wilfully and unjustifiably disturb the public peace of the said hotel and grossly insult the patrons thereof. Further, the affiant accuses the said A. J. E. Browne-Burke of being a common brawler and a public nuisance; that he has been repeatedly in a state of beastly drunkenness, and did wilfully disturb the public peace of the neighbourhood of the said hotel and grossly insult the proprietors and guests thereof, contrary to the law in such cases made and provided and against the peace and dignity of abiding citizens of the Foreign Settlements of Shanghai.

Wherefore the affiant prays this honourable Court that the said A. J. E. Browne-Burke be arrested and tried on the above charges, and if found guilty, fined and imprisoned to the full extent of the law."

At the opening of the proceedings Mr. Curtis said: May it please the Court, the prosecution in this case is ready, but Mr. Browne-Burke the defendant has not appeared.

Mr. A. H. White, Deputy Consul-General, sworn, deposed that he served the summons on the defendant at 2.30 on Saturday afternoon and notified him to appear to-day, the 17th Nov., at 10 o'clock in the morning.

John G. Russell, bar attendant at the Central Hotel, sworn, stated: I charge this man, Mr. Browne-Burke, with insulting the boys in the bar of the Central Hotel on the 11th Nov. between the hours of 7 p.m. and midnight. He was under the influence of liquor. This is not the only complaint I have against him, but several times he has caused trouble and behaved himself in a most filthy manner in the Hotel.

His Honour: Has he been drunk there more than once?—He has been drunk there dozens of times. I have had to follow him out on the Bund with a chit for him to sign and he has gone for me with his umbrella when I asked him to sign it.

His Honour: Are you positive he was drunk on this occasion, the 11th November?—Yes, I am positive. He had had a good supply on him before he came in and then he started to drink champagne and Guinness's stout mixed together.

His Honour: You heard him insult guests?—Yes, I heard him use filthy language.

His Honour: Did he insult anybody else the same night?—Yes, he called the No 1 bar boy a——and threatened to have him locked up.

His Honour: You say in your complaint that he has repeatedly been in a state of beastly drunkenness in the Hotel?—Yes, dozens of times.

His Honour: What do you call a state of beastly drunkenness?—Well, when a man is not able to walk and does not know what he is saying and goes about the room falling over chairs and tables.

His Honour: And Mr. Browne Burke has been in that condition?—Yes, two dozen times and he has brought Chinese into the Hotel and tried to make them as bad as himself. I have always been able to get the Chinese out though, but I have not been able to get him out. As a rule the Chinese have cleared out and left him.

Mr. Curtis: Did Mr. Browne-Burke insult you on the night of the 11th Nov.?—Yes, and he went for me with his umbrella.

Mr. Curtis: Have you ever heard him offer anyone in the bar money to assault any body else?—Yes, three or four months ago I heard him offer $30 to a man in the bar to lick another man.

Mr. Curtis: You heard that?—Yes.

His Honour: Was he very drunk then?—Not so very drunk but he knew what he was doing.

Mr. Curtis: Has he ever tried to force his way up to Mr. Campbell, the manager's room?—Yes. I stopped him myself from going up there.

Mr. Curtis: He wanted to go there although he was told the manager had retired for the night?—Yes.

Mr. Curtis: Has he ever spat all over the hallway and messed it with spittle while ladies were passing?—That is a habit of his. I have remonstrated with him about it.

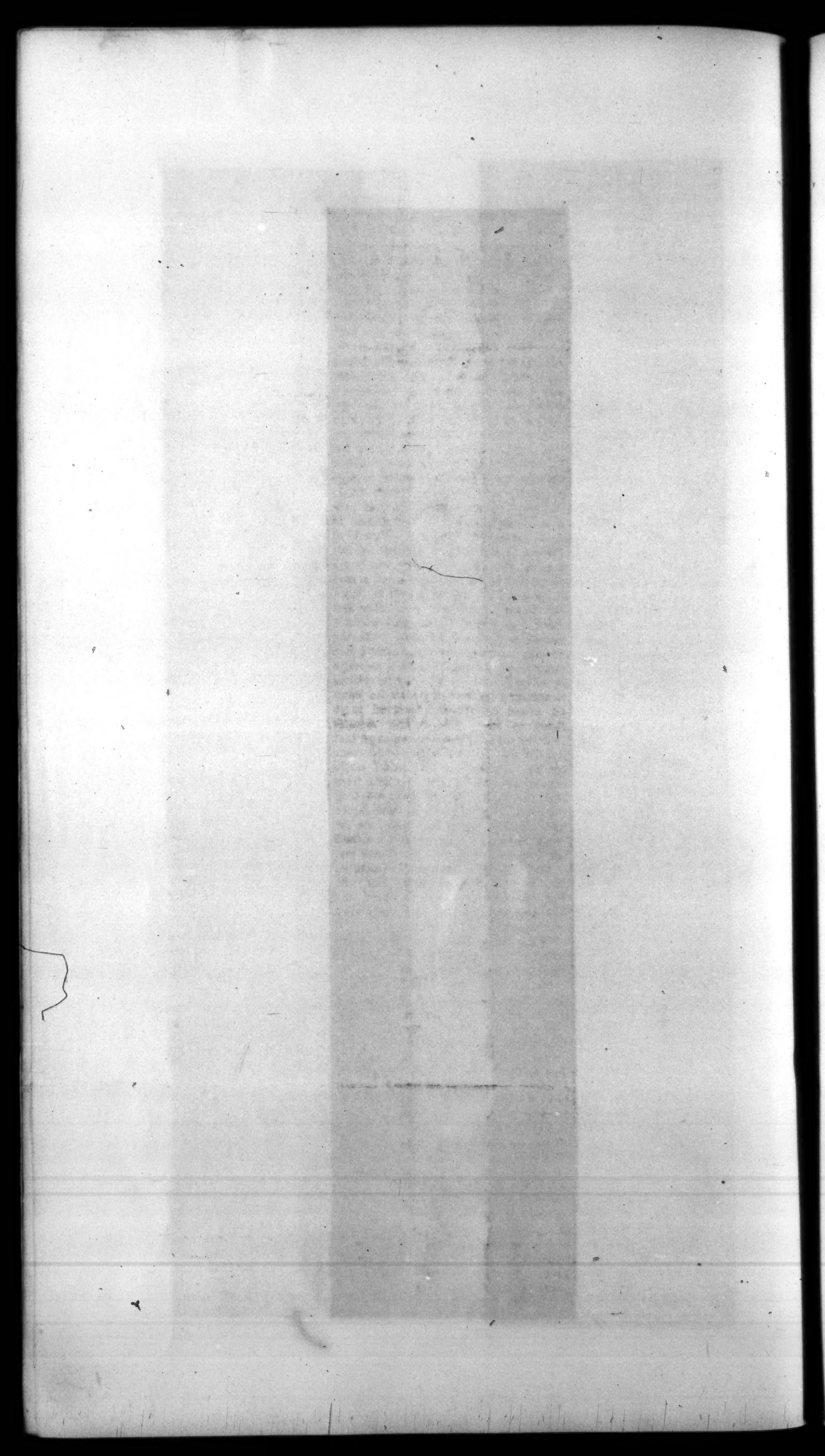
Mr. Curtis: Has he attempted to force you to open the bar-room after the hours permitted by the Municipal license and threatened you with personal violence if you did not?—Yes, he went for me with his umbrella because I would not open it for him.

Mr. Curtis: And, in fact he has made himself generally objectionable to the patrons and proprietors of the Hotel?—Yes, and in fact the best of my customers go out of the buffet if they see him in there.

His Honour: What is your position there?—I am the barman.

Mr. G .A. Derby, Marshal of the Court, sworn.

His Honour:—I have given you a bench warrant for this man A.J.E. Browne-Bourke?—Yes, and I have enquired at his office for him, and they said there that he had left for a fourteen days trip to Soochow and Hangchow.



Mr. Campbell, manager of the Central Hotel, sworn, in reply to Mr. Curtis deposed: I have been having trouble with Mr. Browne-Burke for many months past. On nearly every occasion on which he has come into the Hotel he has given trouble of one kind or another. He has insulted the visitors and the people in the bar and has been repeatedly complained of. He has refused to sign chits for drinks that he has had, and when the matter was brought to my notice I have ordered the barman not to let him sign chits at all in the bar. Then he came into my office to remonstrate with me and ask me to rescind the order, but I declined to do so except on condition that he gave me his promise to sign each chit directly he had each drink. But he refused to give me that promise saying he was too big a man to sign for each drink. I refused to rescind the order on account of his conduct generally. When he was in my office he told me I was too small a man to be taken into account, and at last I had to walk out of my own office and leave him there. That was about a month or six weeks ago. On the evening of that same day, after I had retired to my room he sent a message up to me by the clerk to say he wished to see me; but knowing what he wanted to see me about I declined to go down to him. About four minutes later he sent me another message that if I did not go to him he would come for me. I was firm and said I would not see him and I heard no more from him that night, but the next morning the clerk told me Mr. Browne-Burke had said that if he had seen me he would have spat upon me and knocked me down, and wiped the floor with me.

Mr. Curtis: Do you remember the night of the 11th that he was there?—Yes, and I heard the following day that he had been very troublesome.

Wong Wah, head bar boy in the buffet of the Central Hotel, gave brief corroborative evidence.

Mr. Curtis: There are other witnesses here and in fact their evidence is accumulative in its nature with reference to these charges. Mr. Browne-Burke is not represented by Counsel, but I would like to state that the plaintiffs in this case ask for a bench warrant to be issued against him and that he be arrested wherever found and brought here and charged on the evidence produced this morning. The complaint was duly served by the Marshal, but the defendant has deliberately remained away in contempt of this honourable Court.

His Honour: Motion granted. I do not want to pass on this case, if I can possibly help it, in the absence of Mr. Browne-Burke, but I shall issue a bench warrant for him to be brought here, and then I shall trouble you gentlemen to be here again.

The Court then rose.

CONSULAR BUREAU.

RECEIVED DEC 7 1902 DEPARTMENT OF STATE

3rd. ASST. SECRETARY. JAN 9 1903

No. 497.

Consulate-General of the United States,

Shanghai Dec 8, 1902.

Mr. Gordon

To the Department of State.

Subject:

re the appointment of New Viceroy at Nanking. Also by forwarding Jany 10/1903

Abstract of Contents.

account of his career.

INDEX BUREAU JAN 12 1903 FILED

No. 497.

Consulate-General of the United States,

Shanghai Dec 5, 1907.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate)
a translation of decree appointing
Yuan Shih Kai Viceroy at Nanking
& account of his public career.

I am, Sir,
Your obedient servant
John Goodnow
C.G. U.S.A.

IMPERIAL DECREES.

(BY TELEGRAPH FROM PEKING.)
(SPECIALLY TRANSLATED FOR THE "NORTH-CHINA DAILY NEWS.")

6th December.

The Liangkiang Viceroyalty.

(1) Wei Kuang-t'ao, Viceroy of the Yun-Kuei provinces, is appointed Viceroy of the Liangkiang provinces and also Imperial High Commissioner of the Nanyang Administration—Nan-yang Ta-ch'ên. As soon as Lin Shao-nien, the Governo-designate of Yunnan, arrives at the city of Yunnan, Wei Kuang-t'ao is to hand over the Yun-Kuei Viceroyalty seals to Lin Shao-nien, who is to be acting Viceroy of said provinces pro tem. Wei Kuang-t'ao will then proceed at once to Nanking to take over the Liangkiang Viceroyalty; he is excused from coming up to Peking for instructions.

The New Viceroy of the Liangkiang Provinces.

The Imperial Decree which appears in these columns this morning appointing H.E. Wei Kuang-t'ao, Viceroy of the Yunkuei provinces, to be the successor of the late great Viceroy Liu K'un-yi in the Liangkiang Viceroyship, may come as a surprise to the majority of our readers, but this was just what was anticipated and foretold would happen in these "Notes," as soon as the news of the death of the late Viceroy at Nanking on the 6th of October last was received in Shanghai. As readers of these "Notes" may remember, when Viceroy Chang Chih-tung, of the Hukuang provinces, was appointed acting Viceroy of Liangkiang upon the death of the late Baron Liu, it was urged that Viceroy Chang Chih-tung being a native of Chihli and not a Hunanese, the peculiar conditions obtaining with regard to the Liangkiang Viceroyalty rendered it highly improbable that H.E. could ever be actually confirmed as substantive Viceroy and that he could at most be only Acting Viceroy for a few months, that post being by force of circumstances one to be filled by a Hunanese only. We then gave it as our opinion that of the two Hunanese officials of high rank available for the post in question, namely, Wei Kuang-t'ao Viceroy of Yun-Kuei, and Nieh Chih-kuei, Governor of Chêkiang, the latter was not strong enough a man for such an important position, and moreover of too junior a rank; it therefore followed that, current rumours to the contrary, Wei Kuang-tao would without doubt be finally appointed to succeed the late Viceroy and Baron, Liu, at Nanking. The reputation of being a soldier, a strong man, moderate in his political views and an honest one, lead us to anticipate in H.E. Wei Kuang-t'ao a good Viceroy for these important provinces, especially in the crisis under which this country is at present passing. We append in the following an outline of the official career of the new Viceroy-designate of Nanking:—In 1869 he joined the staff of the late Marquis Tso Tsung-t'ang, who had been appointed Viceroy of Shen-Kan and Generalissimo of the army being raised to suppress the Great Mahomedan Rebellion then raging in Kansu with the view of the eventual reconquest of Chinese Turkestan from the Tunganis (Chinese Mahomedans in Turkestan) and the Andijani Adventurer, Yakub Beg, who had proclaimed himself Amir of Kashgar.—In 1874 he was raised to the rank of Tsotai and was appointed to the command of a brigade of Hunanese troops, and assisted Marquis Tso Tsung-t'ang in reconquering Chinese Turkestan. In February, 1881—after the pacification of Turkestan and Kansu—he was appointed Provincial Judge of Kansu.—Promoted Provincial Treasurer of same April, 1883.—Transferred Treasurer of Turkestan, November, 1884.—Acting Governor of same from 1888 to 1891, when he was permitted to retire in June of the same year.—Appointed Provincial Treasurer of Kiangsi in June, 1895, he was promoted in August of the same year Governor of Yunnan and then transferred to the Governorship of Shensi in October of that year, owing to another rising of Chinese Mahomedans in Kansu. This rebellion he suppressed in 1896.—In September, 1900, he was promoted Viceroy of Shen-Kan vice the late T'ao Mu, and in January, 1901, exchanged posts with Sung Fan, the Manchu Viceroy of Yun-Kuei for "political reasons." H.E. Wei Kuang-t'ao may be expected at Nanking by the end of next month.

CONSULAR BUREAU
PLEASE REPORT.

TELEGRAM RECEIVED.

3rd ASST. SECRETARY.
DEC 20 1902

Nr 112 Wr 22

From Shanghai,

Dec 19th, 1902.

Received 4.40 P M.

Sec State Washn

Filipino murder sentenced 15 years to instruct imprisonment, Recommend 35683 me send him Philippine prison by Transport Wright, leaving here thirtieth

Goodnow

Dupltr Dec 20/02 Ans. Dec. 29, 1902. Compld Jany 3/03

INDEX BUREAU
JAN 6 1903
ENTERED

Re letter Dec 2 9/02 Dept from atty Genl

Chief Clerk's Room.

MEMORANDUM.

December 29, 1902

The following message came by telephone to the Chief Clerk's Office from the Office of the Attorney-General:

It was asked by the Department of State whether the Consul-General at Shanghai could send a Filipino murderer to a prison in the Philippine Islands on the Transport WHRIGHT leaving Shanghai tomorrow, the 30th.

In the absence of the Attorney General, Mr. Russell, Special Asaistant Attorney General, says that in his opinion the answer of the Attorney General would be in the negative, and that it would be well to notify the Consul-General as the man might be released on Habeas corpus in the Philippines.

ULAR BUREAU
NOTED.

CONSULAR BUREAU.

3rd. ASST. SECRETARY.
JAN 19 1903

Consulate-General of the United States,

Shanghai, Dec. 19th, 1902.

John Goodnow,

To the Department of State.

Acknowledged
Jany 23, 1903.

Subject:

Marriage

Abstract of Contents.

Enclosing the Marriage Certificate of Chas. H. Lyon and E. O. Mussler.

INDEX BUREAU
JAN 24 1903
FILED

No. 45

Consulate-General of the United States,

Shanghai, December 19th, 1902.

Honorable A. A. C. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Herewith I beg to enclose to you the Marriage Certificate of Charles Hodge Lyon and Edna Pauline Measell.

I have the honor to be

Sir,

Your obedient servant

John Goodnow

Consul General.

Enclosure: 1 Marriage Certificate.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU.
NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA Dec. 19th 1902

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this 19th day of December A.D., 1902, at #85-Range road in the city of Shanghai; China, Charles Hodge Tyon, aged thirty nine years, born in Hangchow; China and now residing in Chinkiangchow; China, and Edna Pauline Messler, aged thirty years born in Camden N.J., and now residing in Shanghai; China, were United in Marriage before me, and in my presence, by Rev. C.H. Tyon, who is authorized by the laws of Pennsylvania to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this 19th day of December, A. D. 19___, and of the Independence of the United States the 126th.

[L. S.]

John Goodnow
Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

CONSULAR BUREAU.

RECEIVED JAN 15 1903 DEPARTMENT OF STATE

3rd. ASST. SECRETARY. JAN 19 1903

No. 498

Consulate-General of the United States,

Shanghai, Dec. 19th, 1902.

Mr. Goodnow,

To the Department of State.

Acknowledged Jany 27. 1902. File

Subject:

U. S. vs Nataloe Nalis.

Abstract of Contents.

Confirming telegram enclosing account trial.

INDEX BUREAU JAN 23 1903 FILED

No.498

Consulate-General of the United States,

Shanghai, Dec. 17th, , 1902.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to confirm the following telegram of Dec. 19th.

"Secstate, Washington. Filipino murderer sentenced fifteen years imprisonment. Recommend to instruct me send him Filipino prison by transport Wright leaving here 30th. Goodnow".

I hand you herewith the account of the case in duplicate.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

THE U. S. CONSULAR COURT.

Shanghai, 18th December

Before JOHN GOODNOW, Esq., Consul-General, Acting Judicially.

and Messrs. A. W. DANFORTH, C. R. BENNETT, C. J. ASHLEY, and C. S. F. LINCOLN, M.D. (Associates).

U. S. PEOPLE *v.* NATALOE NALIS.

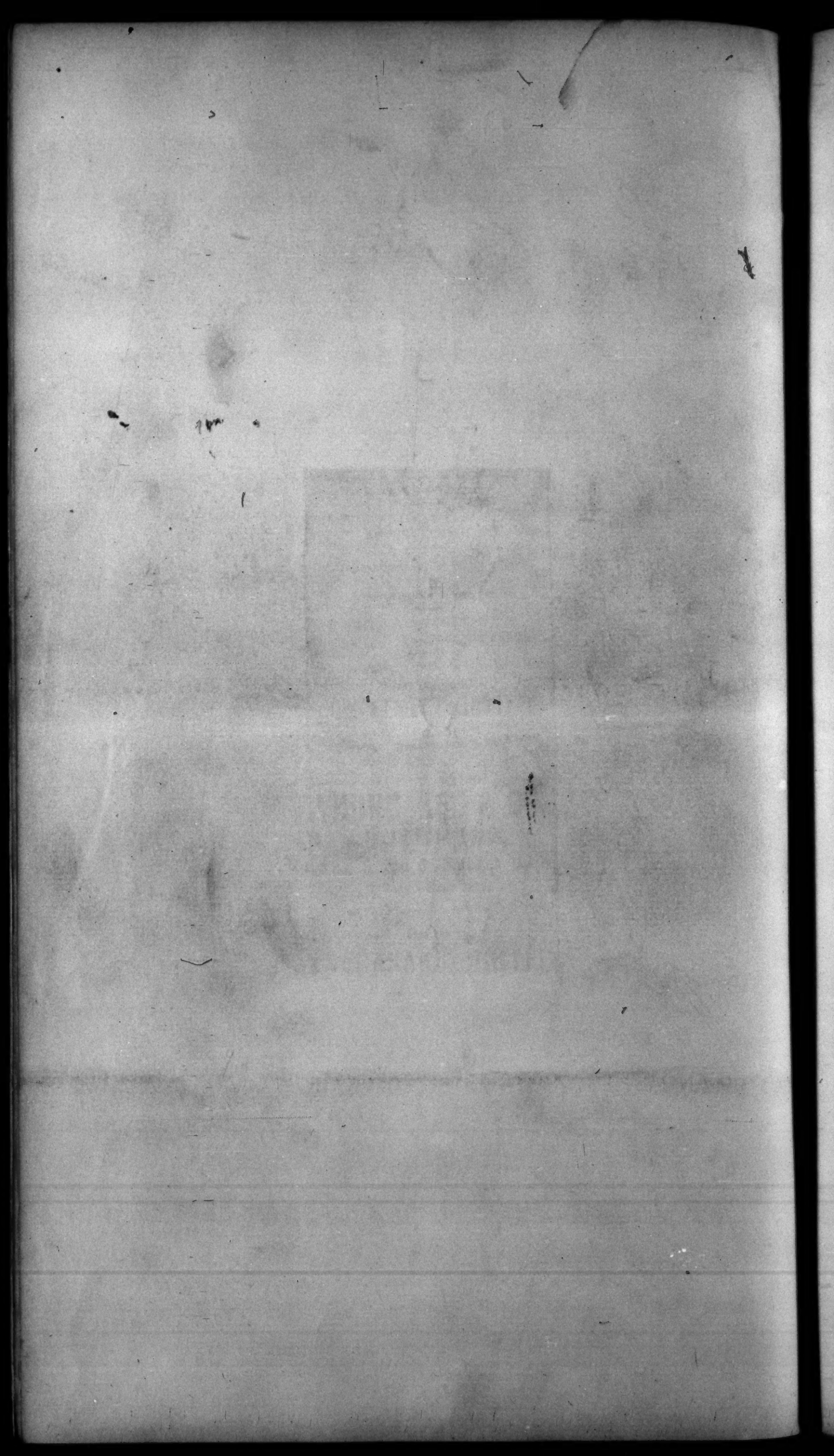
His Honour delevered judgment in this case, as follows:

Having heard and tried the foregoing complaint, filed by the police of the International Settlement of Shanghai, on the 29th day of November, 1902, I find Nataloe Nalis guilty of the offence of having, on the 27th day of November, unlawfully killed Cha Ah-yung, a Chinese subject, and I adjudge and sentence him therefore to imprisonment for 15 years from this day, in such prison as shall be determined on by the proper authorities of the United States, with hard labour.

(Signed) JOHN GOODNOW,
U. S. Consul-General.

Assented to—A. W. DANFORTH,
C. R. BENNETT, C. J. ASHLEY,
C. S. F. LINCOLN, M.D.

In conclusion, His Honour complimented Detective-Sergeant J. McDowell on the way he had worked up the case.



U.S. CONSULAR COURT.

Shanghai, 10th December.

Before J. Goodnow, Esq., Consul-General, Acting Judicially.

U.S. People v. Rio, Morano, Lopas & Nalis.

The three Filipinos, belonging to the U. S. A. T. Liscum, charged with the murder of a Chinese, named Cha Ah-yung, were again brought up. Nataloe Nalis, storekeeper of the vessel, was now added to the prisoners for all of whom Judge Lamme appeared as advocate.

Det.-Sergt. McDowell asked for a preliminary hearing of the charges against the men, some of whom he desired to call as witnesses against the others.

Judge Lamme said he should have liked a little more time before the hearing but he saw the reasonableness of the request as it appeared to him that there was no evidence against two or three of the prisoners, who might be discharged.

Detective-Sergeant McDowell stated that on the 29th of November it came to his knowledge that a murder had been committed at Pootung and that some sailors were accused of it. He went over to Pootung and made enquiries. He saw the body of a Chinese and noticed a large wound on the throat and another near the heart. He was informed by Chinese that the man had been killed by Manila men off the transport Liscum. He made careful enquiries before proceeding to the transport Liscum at the International Dock. Before going on board he found near the body two sailors' hats which had since been claimed by two of the prisoners. He saw the first officer of the ship who fetched out these men and said the caps belonged to them. The officer gave all the assistance he could. These men were taken into custody and brought up at that Court on the 3rd inst. and were remanded. Afterwards one of them quite voluntarily made a statement in the presence of the captain that he knew who had killed the man. It was the storekeeper, he said, and he (the sailor speaking) was with him at the time. There had been been a free fight with the Chinese and the sailors were getting the worst of it. They ran away to get assistance to return and thrash the Chinese; the storekeeper, however, refused to go but took his knife and stabbed the deceased in the side, remarking that he had murdered him. That was the only proof against the storekeeper, but it was hardly likely other men would run away for assistance and come back empty-handed. When the storekeeper was arrested he denied the charge. He said that the other prisoner came to him and asked him to accompany the party ashore but he refused as he was ill. On that the other man took the knife and rushed away. He returned in about half an hour or twenty minutes with his clothes saturated with blood and said he had had satisfaction.

His Honour.—Do either of the men back up the story of the other prisoner?

Witness replied that he asked Rio what happened and he said the store-keeper was asleep in his clothes and did not go with the party. There were, however, witnesses to say that he went to the scene of the outrage and there was blood on his clothes.

Judge Lamme thought there was no evidence to hold two of the men.

Detective McDowell wanted them retained as witnesses and remarked that another charge of molesting sampan owners could be brought against them.

Captain Carleton of the Liscum said he could not guarantee to hold the men if they were released, but he would put a guard on them on the vessel.

His Honour said that the defendant Escolastico Morano would be committed for trial. With regard to the other three defendants, he was disposed to release them. If, however, Detective-sergeant McDowell desired to take their statements there, while the interpreter was present, he could do so. Their statements would be sworn to. If they were released, even although they had made sworn statements, he hoped that the captain of the Liscum would keep the best watch over them that he could. The defendant Escolastico Morano would be remanded until 10 a.m. on the 17th instant.

The Court then proceeded to obtain the sworn statements of the other three defendants.

Nataloe Nalis, sworn, said that he was a store-keeper on board the U.S. transport Liscum, and was a Filipino. On the 27th of November, at 6.55 p.m., Escolastico Morano came to the house where he was and asked him and the others there to go together with him to help their friends. He went with Escolastico, who told him that two of their friends were dead and asked him to go with him to help to carry their bodies home. After passing through the gate of the yard, witness walked about 5 yards and then turned round, but could see nothing of Escolastico and did not know where he had gone. Just past the gate, a lot of Chinese armed with bamboos went after witness and he was surrounded and could not get away. He saw a Chinaman coming for him with a knife and in trying to defend himself he got a cut on the hand. He got hold of the Chinaman and both fell together. All the other Chinese ran away, and then witness himself ran away. The Chinaman who fell down with witness did not get up any more.

Antonio Rio, sworn, said he was a Filipino and a quartermaster on board the Liscum. On the 27th of November, about 6.30 p.m., he took a sampan to come across from the International Dock to Shanghai. When leaving the sampan on the Shanghai side he fell into the water. He wanted to go back to Pootung to change his wet clothes, but the sampan-man would not take them back. He took another sampan. Donicio Lopas and Escolastico Morano were with him. The second sampan took them over to the Dock and they walked ashore. Witness had walked about ten yards when he saw at least twenty Chinese, armed with bamboos, who attacked them. He knew no reason for this attack. He had paid the sampan-man who took them over to Shanghai, but had not paid the second sampan-man. He had no money in his pocket and wanted to go home and get some. The sampan-man objected to them going away without first paying the fare, and called to his friends, who then attacked them. Witness tried to defend himself, but finally he and Donicio had to jump into the water to save themselves. They remained in the water underneath the wharf for about two minutes and then went home. He went home to change his

clothes. He did not know where Escolastico had gone. He next saw Escolastico when the latter came into the house about 7.5 p.m. He did not pay any attention to Escolastico's clothes: it was dark. Escolastico did not say anything to him. Witness did not see the man killed. He only saw the dead man when the policeman came. It was not the sampan-man. Witness heard Nataloe (Nalis) say: "Escolastico came and called me and now I am in trouble." This was at 6 a.m. next day. No-one else was present when he said it. He also said: "I have killed a Chinaman."

Donicio Lopas, sworn, said he was a Filipino and was second boatswain on the Liscum. On the evening of the 27th of November, Escolastico, Antonio and he went across to Shanghai in a sampan. Witness paid the sampan-man 20 cents. When he was still in the sampan and after Antonio had got out, the latter fell into the water. Witness did not know how it happened, but Escolastico got wild about it and aimed a blow at another sampan-man, who ran ashore and left his sampan. Then, because Antonio was wet and required a change, they took the other sampan and went back to the dock. When they reached Pootung again, witness had no money in his pocket to pay for the sampan hire. They went ashore and had walked about ten yards when they saw a lot of Chinese—more than twenty. Witness did not know why these Chinese came with bamboos and attacked him. He did not know if the sampan-man was among them. One hit him with a bamboo and he jumped into the water with Antonio. When in the water, another Chinaman hit him with a bamboo. He was in the water underneath the wharf for about two minutes, and then walked away. He had no further trouble. He went home and changed his clothes, and then he laid on his bed. When he jumped into the water, he did not know where Escolastico was. Shortly after 7 p.m. he saw him come into the house, but did not speak to him. He had not been in the water; his clothes were not wet. He did not see any blood on them. He saw him washing his trousers about 5.30 a.m. next day. He talked to witness about the matter next morning and said that Nataloe had gone with him and that a Chinaman had been killed. Witness did not speak to Nataloe.

Cross-examined by Detective-sergeant McDowell—When Escolastico struck the sampan-man on the Shanghai side, the latter ran away. Escolastico changed into the other sampan and they all three crossed together. They were not taken in tow by a steam launch, though one passed close to them and they tried to catch hold of it. Escolastico yulohed them across. They did not go back to Pootung in the sampan which had brought them to the Shanghai side.

His Honour said that Escolastico Morano would be remanded for trial till 10 a.m. on the 17th instant. Nataloe Nalis would be remanded for trial until urther order. The other two defendants would be released, but the captain of the Liscum must keep them under close surveillance.

U.S. CONSULAR COURT.

Shanghai, 17th December.

Before JOHN GOODNOW, Esq., Consul-General, Acting Judicially.

and Messrs. A. W. DANFORTH, C. J. Ashley, C. R. BENNETT; and C. S. F. LINCOLN, M. D. (Associates.)

U.S. PEOPLE *v.* ESCOLASTICO MORANO.

Prisoner was one of two Filipinos charged with murdering a Chinese, named Cha Ah-tung, at the Cosmopolitan Dock, Pootung, on the 27th November, 1902. The Native City Magistrate was also present. Judge Lamme defended the prisoner.

The first witness called was a Chinese sampan man, who gave the name of Tai. He said that on the 27th November a man was brought over from the Pootung side to Shanghai in his boat. When witness landed with the passenger he found three Filipinos, including one of the prisoners waiting to attack him. To avoid their beatings he jumped into the water and some Chinese came to his rescue. The Filipinos took possession of his boat and went across. They threw his belongings, including $5, into the river. Witness got across on another sampan and called to a steam launch to secure his own boat. The Filipinos had meantime landed and they attacked him again with pieces of wood. One of them struck him a blow on the head inflicting a wound, which rendered him insensible. When he came to, he heard that a Chinese had been killed.

Cross-examined, witness said the occurrence took place at about half-past five in the evening. It was dark but he was able to see the men's faces sufficiently to identify them.

Another Chinese, a coolie named Yang, said that on the evening in question he was sitting in a shed on the Pootung side with other coolies, eating food. The party was suddenly attacked by some foreigners. Witness got a cut on the wrist, but he did not know how or with what it was inflicted. He was frightened out of his wits and ran away. Returning half an hour later he found deceased, who had also been in the shed, lying dead. He could not say who were the foreigners who attacked him.

Dr. Lincoln, one of the associates, examined the wound on the wrist and described it as a small punctured wound which might have been caused by anything.

Similar evidence was given by Sung, another coolie who was in the shed. He stated that some foreigners from boats attacked the party. He could not say whether the assailants were white men. He was himself attacked with a bamboo pole and fell down stupefied from fright. The other Chinese all ran away. In about half an hour he came to himself and his friends told him that deceased was dead. He did not see the body that night, but next morning saw it covered over.

Cross-examined—He could not tell how many foreigners attacked the party, but he himself saw three.

Detective McDowell stated that he had other coolie witnesses who could testify to the same effect as Yang and Sung.

Chen, a coolie, stated that he saw two sailor caps about two steps from the dead body.

Judge Lamme admitted that these caps belonged to men from the Transport Liscum.

Detective McDowell repeated in substance his statement made at the preliminary hearing, as to the investigation made by him, the finding of the two caps, their identification by 1st officer Sparks of the Liscum and the voluntary statement made by Escolastico Morano to Captain Carleton through an interpreter, after the first hearing, in consequence of which the storekeeper, Nataloe Nalis, was arrested. He understood Morano to say he was present and saw the store-keeper kill the Chinese.

Captain Carleton, of the Liscum, called by Judge Lamme, said he did not understand Morano to say he was actually present, and did not know therefore how he got his information against Nalis. In his opinion the interpretation of Morano's evidence was altogether untrustworthy.

The depositions taken at the last hearing were read over.

Dr. Ransome was called. He said he saw the body and examined the wounds. They were six in number and were apparently inflicted with a pointed instrument sharp on both edges, such as a stiletto. Considerable force must have been used, as they were all deep, but there was only one in his opinion which need have proved fatal. The wounds could not have been inflicted with an ordinary pocket knife.

Judge Lamme remarked, in defence, that by American law, a clear case must be made out against prisoner and he considered there was no evidence.

After a brief consultation the Court returned a judgment of "not guilty," and prisoner was discharged, but ordered to be detained as a witness against Nalis.

U. S. PEOPLE *v.* NATALOE NALIS.

The charge against the storekeeper, Nataloe Nalis, was proceeded with in the afternoon. Prisoner was undefended. He pleaded not guilty.

Escolastico Morano, the man discharged in the morning, was first called. He said that three Filipinos, of whom he was one, and the other two, Lopas and Rio, went over to Shanghai from Pootung in a sampan. Lopas paid 20 cents for the passage. Jumping ashore Rio fell down in the water and witness asked the sampan man why he pulled the boat away and gave him a blow at the same time. Witness was drunk at the time. He and Rio then got back into the sampan, the man in charge of which ran on shore. Accordingly witness called another sampan and, one discharging a passenger at that moment, he got into it. This man, however, did not want to take him over so they wrestled together and both fell in the water. On scrambling out witness called again to this second sampan man to take him over, but he ran away and then, as he was wet and cold, witness took possession of the boat and took his friends back. When they arrived at the wharf, witness tied the sampan up and walked away with his companions. About 20 Chinese came up and commenced to attack them. Witness was hit himself on the head and mouth. He lost a tooth. He ran away straight home. There he asked all his friends to go back to the rescue of the two other Filipinos. The prisoner went with him. Witness saw him pick up a knife. He had no knife himself. Prisoner and witness went back to the Cosmopolitan Dock together, but, through the gate, they walked on opposite sides of the wharf. Witness looked for his friends but saw nobody; he then returned to the gate, where he waited for the storekeeper, who did not, however, arrive. They met soon afterwards at the steps, and the storekeeper said: "I have killed a Chinese." Next morning, about six o'clock, the storekeeper said to witness: "I took away a knife from a Chinaman and killed a Chinaman."

By Detective McDowell—Witness heard a noise made by the Chinese while he was standing by the gate. He heard a kind of groaning, but could not distinguish what was causing it, as it was dark. There were about 14 or 15 Chinese there, and he saw the storekeeper being attacked by them. Witness was about eight feet away; he did not go to the storekeeper's help, as he wanted to find the other two men. He did not see the storekeeper washing his clothes that night or next morning, nor had he told Detective McDowell that he had seen this.

Antonio Rio's evidence, given at the preliminary hearing, was read over. The man was now sworn again. He repeated that, on the morning after the row, prisoner came to him, and said he was in trouble, as he had killed a Chinaman. There was nobody else present. Prisoner did not say whether or not the Chinaman had attacked him, nor did he say how he had killed the Chinese.

Dominico Lopas was sworn, and said that prisoner had never told him that he had killed a Chinese. What he had testified at the preliminary hearing was true. He never saw the storekeeper washing his clothes. He had not on any occasion talked the matter over with the other men; but went about his work in the ordinary way.

Prisoner was given the opportunity to add to his statement of the preliminary hearing, but said he had nothing fresh to add. This evidence was read over. Questioned by His Honour, prisoner said: I took the knife from the Chinaman and I killed the Chinaman. I don't know why I did it except that I was out of temper. The Chinaman walked three or four feet, and then fell on one side. I did not strike the man again. I did not get any blood on my body or clothes. He fell down himself after striking the Ghinaman. The knife I threw away in the water. It was a Chinese cook knife, about 14 inches long. I brought no knife out with me. I was wounded in the finger. Dr. Lincoln examined the finger, and said that, although the bone was not touched, the wound could well have been an eighth or quarter inch deep, as there was plenty of flesh at that particular place. Prisoner added that he threw the knife into the water, as he wanted to go home.

By Detective McDowell—The Chinese knife was sharp on one edge only. He took no weapon out with him.

His Honour adjourned the Court for further evidence, prisoner being remanded in custody.

File.

CONSULAR BUREAU

3rd. ASST. SECRETARY.
JAN 23 3

No. 494.

Consulate-General of the United States,

Hongkong Dec 23, 1902

Mr. Goodnow.

To the Department of State.

Acked by Tokio & the Griffins informed Jan. 31, 1903.

Subject:

E J Hahn

Abstract of Contents.

No news of him.

INDEX BUREAU
FEB 2 1903
FILED

No. 499.

Consulate-General of the United States,

Shanghai Dec. 23 1902. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Replying to your #341 of Nov. 6 1902 directing that I endeavor to ascertain the present whereabouts of Emil Jacpbs Hahn;- I have to report that I have made inquiries and can not ascertain that Hahn has ever been in Shanghai.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

CONSULAR BUREAU

3rd. ASST. SECRETARY
FEB 5 1903

No. 500

Consulate-General of the United States,

Shanghai Jan 3, 1903.

Mr. Goodnow

To the Department of State.

Answered by form letter February 13-1903.

Subject:

Foreign Concurrency Bond

Abstract of Contents.

Sweden & Norway claim a seat under Par "h", Sec 11, Annex 17. Protocol &

INDEX BUREAU
FEB 14 1903
FILED

No. 500

Consulate-General of the United States,

Shanghai, Jan. 4th, 1903, 190.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that I was yesterday notified by the acting Consul-General for Sweden and Norway that the total of the entrances and clearances at Shanghai of Swedish-Norwegion vessels exceeded 200,000 tons during the year 1902; and, that country will claim a seat on the Whangpoo Conservancy Board under paragraph h, of section IV, of Annex 17 of the final Protocol of 1901.

I am Sir,

Your obedient servant,

John Goodnow

Consul General.

FEB12 1903

BUREAU OF AMERICAN REPUBLICS

MEMORANDUM

Mr. Goodnow's No. 5CC.

Dear Mr. Peirce:

This only requires acknowledgment. There is no question as to Norway and Sweden's right to be represented on the Conservancy Board if their tonnage is as they claim. Should the tonnage of any country fall below 2CC,CCC tons, the amount specified in the Protocol, its representative on the Board is dropped.

M. M. Rowell

CONSULAR BUREAU.

ACKNOWLEDGE.

February 11, 1903.

CONSULAR BUREAU.
PLEASE REPORT.

3rd. ASST. SECRETARY.
FEB 16 1903

No. 501.

Consulate-General of the United States,

Shanghai Jan 6, 1903.

Mr. Goodnow

To the Department of State.

See Tues July 18/03
to Chefoo

File

Cons. & Bureau.
FEB16 1903

Subject:

Consul Fowler's criticisms of Mr Goodnow, in his unnumbered despatch of Dec 31/02

Abstract of Contents.

Enclosing Consul Fowler's despatch. Quoting from Dept's #189.

INDEX BUREAU
FEB 19 1903
FILED

No. 501

Consulate-General of the United States,

Shanghai, Jan. 6th , 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

In handing you herewith Consul Fowler's unnumbered dispatch of Dec. 31st, 1902, in which he says "As Mr. Goodnow in his dispatch in forwarding in Slater's Code with key number, had said 'This code is not to be used in telegraphing to the Department', I had to put the message in code, sending it to him with the request that he repeat it on to you. Were it not for Mr. Goodnow's restriction, you and I would have been saved much trouble",- I desire to quote from yo ur No. 189 of April 20, 1900 to me in sending me the copies of the Slaters code to be distributed among the Consular Officers in China. "The code is not to be used in communicating with the Department. The key to be used will be supplied by the Minister at Peking. You will so instruct the Consuls in China in making the distribution of the volumes."

I repeated to the Consuls your instructions; and Consul Fowler's criticism of me therefor is unjust.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

CONSULAR BUREAU.

3rd ASST. SECRETARY.
FEB 16 1903

No. 4.

Consulate-General of the United States,

Shanghai Jan 12 1903. , 190 .

Consular Bureau.
FEB16'1903

Mr. Goodnow

To the Department of State.

Ans'd by forwd. Feby 18/03

Subject:

re the trial of Nee Chang-mow vs Andrews and George.

Abstract of Contents.

Case, in duplicate, enclosed .

INDEX BUREAU
FEB 18 1903
FILED

No. #

Consulate-General of the United States,

Shanghai Jan. 12 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate) the case of Nee Chang-mow vs Andrews and George.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

U.S. CONSULAR COURT.

Shanghai, 18th November.

Before the Hon. John Goodnow, Consul-General and Messrs. H de Gray and R H Hunt, Assessors.

HER CHANGMOW v. ANDREWS AND GEORGE.

Mr. George F. Curtis appeared for the plaintiff and Mr. C. R. Holcomb and Dr. Lemme for defendants.

The petition of the above-named plaintiffs shows:—

1.—That the plaintiffs are citizens of the Empire of China and the defendants H. W. Andrews and E. W. George are citizens of the United States doing business under the firm name of Andrews and George and within the jurisdiction of the Court.

2.—That the plaintiffs complain and allege that during the years August 1901, to October 1902, and at the various dates herein referred to, the defendants held themselves out to the world as Agents and Commission Merchants, doing business at No. 12, Kukiang Road, Shanghai.

3.—That the defendants in the said capacity of Agents and Commission Merchants, represented to the plaintiffs that a certain quantity of brass and copper was on the market for sale, and that the said defendants would negotiate the purchase of said copper and brass for the plaintiffs in consideration of 2½ per cent commission on the actual cost price of the cargo landed in Shanghai.

4.—That the plaintiffs relying on the honesty and integrity of the said defendants so held out to the world as Agents and Commission Merchants as aforesaid, the plaintiffs duly entertained and considered the aforesaid representations to buy the aforesaid brass and copper.

5.—That the defendants through false and fraudulent representations which the defendants knew at the time to be false and fraudulent, and which the defendants made with intent to defraud the plaintiffs, represented that the said defendants had bought on account of said plaintiffs, in consideration of 2½ per cent. commission on the actual cost price, the following, to wit:—

About 10,000 poods brass at Roubles 4.35, F.O.B., Port Arthur; about 3,000 poods copper at Roubles 6.00, F.O.B., Port Arthur; whereas in truth and fact the said brass and copper consisted of 15 per cent. dirt and lead and other foreign matter which the plaintiffs had not agreed with defendants to buy, and further whereas in truth and in fact the actual cost price of said brass was not Roubles 4.35, as represented by defendants, but was Roubles 4.25 per pood. Further the defendants represented falsely and fraudulently that Taels 5,000 was necessary as deposit money for faithful performance of defendants' fraudulent contract with plaintiffs, whereas in truth and in fact the said Taels 5,000 was not required to be deposited for the performance of said fraudulent contract, and was not deposited by said defendants. Further the said defendants falsely and fraudulently represented that the freight, petties and insurance on the shipment of the first lot was Roubles 967.13, whereas in truth and in fact the defendants fraudulently overcharged the plaintiffs Tls. 293.73 on said freight, petties and insurance.

The plaintiffs relying upon the honesty and integrity of the said defendants Andrews and George, as Agents and Commission Merchants and fully believing their false and fraudulent representations as aforesaid to be true, did pay into the defendants the sum of Tls. 64,000.00 for said brass and copper, which contained 15 per cent of dirt, lead and other foreign substance; that the plaintiff did pay the sum of Roubles 4.35 per pood for the brass, of which the actual cost in truth and in fact was Roubles 4.25. Further that the plaintiffs did deposit the sum of Taels 5,000 for the faithful performance of said contract, which said sum of Tls. 5,000 the defendants did misappropriate, embezzle and convert to their own use.

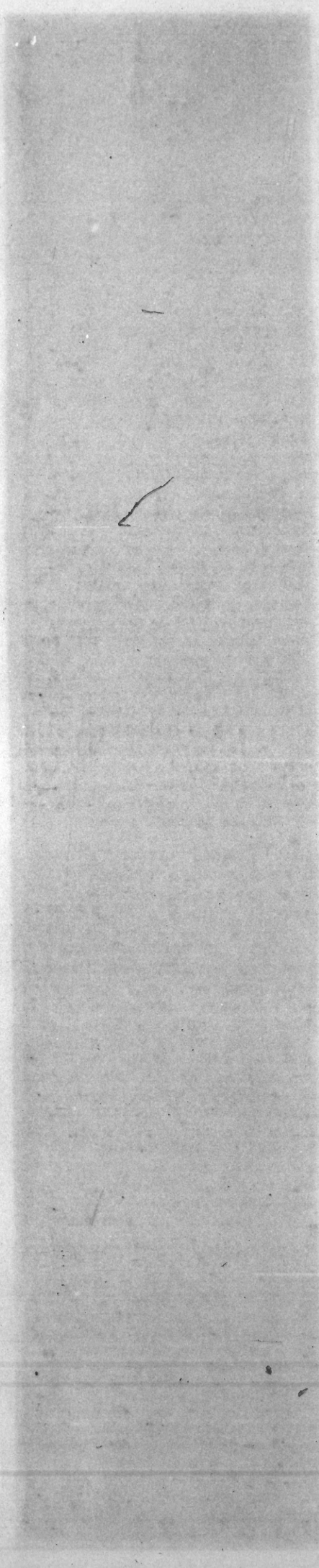
That the defendants did pay the sum of Roubles 967.13, which was a fraudulent overcharge of Taels 293.73, which defendants misappropriated and converted to their own use. The plaintiffs, because of the aforesaid false and fraudulent representations, were damaged by being compelled to pay the difference in exchange, extra interest, cables, insurance, protesting draft and other expenses charged by the Russo-Chinese Bank, extra storage while cargo was lying in dispute, expenses of surveying made by Samuel H Shorrock, coolie hire and not being able to dispose at once of the cargo upon its arrival in Shanghai upon the then current market price, and because of damage due to mixed condition of copper and brass cargo contrary to defendants' agreement to deliver same, all of which aforesaid damages occurred between the dates of December 1901 and October 1902, in the sum of Taels 30,881.14 as is more specifically set forth in the bill of particulars annexed hereto and made a part hereof. Wherefore your petitioner prays that judgment may be given against the defendants accordingly, with interest and costs; and that he may have such other and further relief as to your Honourable Court may seem meet; and your petitioner will ever pray.

The bill of particulars annexed was as follows:

The plaintiffs through the defendants' false and fraudulent representations which the defendants knew at the time to be false and fraudulent, and which the defendants made with the intent to defraud the plaintiffs,

The plaintiffs claim and allege that they are damaged to the amount of the items severally following, to wit:—

	Tls.
No. 1.—The difference between the false invoice, to wit: Roubles 4.35, the defendants' alleged price paid for brass per pood for 10,000 poods, and the actual cost price of same, to wit: Roubles 4.25, making Roubles 1,000, equaling	945.00



No. 2.—Difference between invoice weight and surveyed weight of copper and brass cargo, showing 15 per cent of dirt, lead, and other foreign substances 8,974.56

No. 3.—Difference in exchange on due date of draft and date of payment of same... 898 63

No. 4.—Extra interest at 7 per cent owing to draft not being taken up by due date... 514 59

No. 5.—Cables, insurance, protesting drafts and other expenses charged by Russo-Chinese Bank..... 321.33

No. 6.—Two months' extra storage of cargo during the time said cargo was lying in dispute 233 20

No. 7.—Expenses of survey made by Samuel H. Shorrock 150.00

No. 8.—Overcharge on freight, petties and insurance. 293 73

No. 9.—A fraudulent and false charge of the said defendants for alleged bargain money which the plaintiffs, believing the said false and fraudulent representations to be true, paid the same, and which the defendants have not returned 5,000.00

No. 10.—Coolie hire at survey and watching cargo... 50.00

No. 11.—Damage sustained by plaintiffs in not being able to dispose of the said cargo upon its arrival in Shanghai 10,000 00

No. 12.—Amount lost by plaintiffs through the dirt, lead, and other foreign substances in copper and brass, which a customer of said plaintiffs declined to take on account of the said foreign substances, and because of the fall in the price of copper and brass at the time of this contract with said plaintiffs' customer 1,500.00

No. 13.—The difference between the stipulated agreement made by the defendants, to wit: "Cargo to be delivered in bags in good shipping condition and marked so as to be plainly distinguished between copper and brass," and the actual condition in which the cargo was delivered to the plaintiffs, to wit: The cargo was packed indiscriminately, the brass and copper put together instead of separately. 2,000 00

Tls. 31,881.14

The following is the answer of the defendants:—

1.—They deny that the defendants are citizens of the United States doing business under the firm name of Andrews and George as alleged in said petition.

2.—Deny that these defendants or either of them for the purpose or with the intent to defraud the plaintiffs or at all made any false or fraudulent representations of any kind or character wherein or whereby they represented that they had ever bought any brass or copper for or on account of the said plaintiffs and deny that they these defendants made any representations whatever other than as hereinafter stated and set forth.

The defendants deny that any false or fraudulent representations were ever made by these defendants as to the requisite deposit of Tls. 5,000 or as to the freight, petties and insurance on the first or either shipment of said brass and copper. And deny that the said plaintiffs paid to the defendants by virtue of any false or fraudulent representations made by these defendants or at all the sum of Tls. 64,000 or any sum for said cargo of brass and copper. Deny that the defendants embezzled or misappropriated the said sum of Tls. 5,000 or any other sum. Deny that because of any false or fraudulent representations of defendants, plaintiffs were damaged by being compelled to pay difference in exchange, extra interest, cable, insurance, protesting draft or other expenses or extra storage while cargo was in dispute or for surveying or coolie hire. Deny that plaintiffs were damaged by reason of any false or fraudulent representation or act of these defendants whereby the said plaintiffs were prevented from disposing of said cargo upon arrival at Shanghai or because of mixed condition of copper and brass contrary to any agreement of these defendants, and deny that plaintiffs were damaged in the sum of Tls. 30,836.14 or in any other sum by reason of any act, statement or representation of these defendants or either of them—of any kind or character whatsoever, but on the contrary these defendants allege and aver the fact to be that all their acts and the acts of each of them was in the most perfect good faith and all of such acts were performed with the full knowledge, approval and consent of plaintiffs, and that all statements and representations as made by these defendants were true in fact and were so known to be true by the said plaintiffs.

3.—And these defendants further answering say that during the early part of the year 1902 and a long time prior thereto the plaintiffs were dealers and workers in metals and particularly brass and copper and were as such dealers and workers entirely familiar with such metals and the value thereof—and the said plaintiffs being desirous of purchasing certain copper and brass then being offered for sale by one M. S. Friede at Port Arthur they the said plaintiffs did enter into an agreement with the defendants whereby they the said plaintiffs employed these defendants as agents to purchase for and on behalf of said plaintiffs said brass and copper so held and offered by the said M. S. Friede, and the plaintiffs then and there agreed to put up and deposit with these defendants the sum of 5,000 taels as a forfeit or security that they the said plaintiffs would carry out the terms of their said contract, and did agree to pay to these defendants the sum of 2½ per cent. upon the cost price of such copper and brass as commission for their services in and about the negotiations for and purchase of the same.

4.—That the said plaintiffs deposited with the defendants Taels 3,000 and no more of the said sum of 5,000 taels so agreed to be deposited.

5.—That these defendants did thereupon procure a contract with the said Friede for the purchase of said brass and copper, the terms of which contract was at the time well known to the said plaintiffs and by them fully approved, and a duly authorized and accredited agent—and as these defendants are informed and believe—and upon such information and belief allege such agent was and is a member of the plaintiffs' firm—in the said transaction—which said agent and representative of said plaintiffs did thereupon proceed to Port Arthur, where in conjunction with the agent and representative of defendants the said brass and copper was to be, by the terms of said contract of purchase, inspected and shipped to Shanghai.

6.—That upon the arrival of a large part or portion of the said brass and copper at Port Arthur upon inspection the same was found not to be in accordance with the terms and conditions of the said contract of the said Friede, and thereupon these defendants as such agents of the plaintiffs did protest against the receipt, acceptance and shipment of the same—but notwithstanding such protest the said brass and copper was shipped and consigned to the Russo-Chinese Bank at Shanghai without the knowledge or consent of these defendant—all of which facts were at the time well known to the plaintiffs.

7.—That when the remainder of the cargo of such brass and copper arrived at Port Arthur the same was duly inspected by the said plaintiffs and by them accepted as in conformity with their said contract of purchase and the same was thereupon shipped and consigned to plaintiffs.

8.—Thereupon the defendants' agent with the full knowledge and consent of the plaintiffs drew their, these defendants' draft upon the said plaintiffs in the sum of Roubles 69,182.11 in full payment of the said brass and copper—but first took and received from the Russo-Chinese Bank at Port Arthur what the said plaintiffs and the agent of these defendants believed to be a good and sufficient guarantee—wherein and whereby the said Bank according to the belief and understanding of the parties was a good and sufficient obligation to save and keep plaintiffs harmless from any and all damages arising from or on account of the said first shipment of such brass and copper.

9.—That upon the arrival of the said brass and copper at Shanghai and the presentation of the said draft so drawn by defendants the said plaintiffs refused to accept the same—and so continued such refusal until the Russo-Chinese Bank at Shanghai should enter into an agreement to guarantee the obligation so entered into by the said Bank at Port Arthur—and upon such demand being made by the said plaintiffs said Bank at Shanghai did enter into a written agreement to so guarantee the said obligation and thereupon said plaintiffs accepted said draft.

10.—And these defendants further say that in all the said transactions and in all matters in connection therewith they were acting only and solely as the agents of the plaintiffs duly authorized, nor had these defendants or either of them at any time any interest in or ownership of the said copper or brass or any part thereof or any interest in the proceeds of the sale thereof—and never acted or pretended to act in any other manner than as the agents of the said plaintiffs and for their best interests—and that all such acts of these defendants or either of them and each and all representations of these defendants or either of them were each and all done and made either under the express instructions of the said plaintiffs or with their full knowledge, approval and consent. And that no money was ever paid or obligation assumed or entered into by these defendant or either of them as such agents without the full knowledge, authority or consent of the said plaintiffs—nor was the said cargo of brass and copper received, accepted or paid for by the said plaintiffs until after they, the said plaintiffs, had made full and careful investigation and inspection of the same—and until the said plaintiffs knew all the facts in reference to the real and actual condition of the said cargo.

11.—That under and by virtue of the contract made and entered into by and between the plaintiffs and defendants they the plaintiffs were to pay all expenses of every kind and character connected with the carrying on of the said business and to pay in addition a commission of 2½ per cent to defendants as compensation for their these defendants' services.

12.—Defendants admit through inadvertence and mistake in rendering the account to plaintiffs that there was an overcharge of 900 taels, which said sum these defendants have heretofore offered to pay to plaintiffs and now bring the same into Court and hereby make tender of the same. And of the said sum of 3,000 taels so deposited by the plaintiffs with these defendants they the defendants have paid and expended a sum largely in excess of said amount for and on account of the plaintiffs in and about said business all in accordance with plaintiffs' agreement with defendants.

Wherefore defendants pray to be dismissed with their costs and attorneys' fees and all further proper relief.

The whole of the morning was taken up by Mr. Curtis in presenting his case, and expatiating upon the facts set out in the petition.

Dr. Lamme said he had received a notice to produce certain papers and he was prepared to produce anything that could be legally demanded. But he thought the wording of the notice was most insulting and ungentlemanly. It asked for false invoices which they had not got.

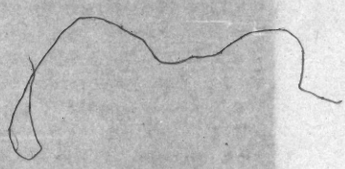
His Honour saw nothing wrong with the notice, as it was justified by the evidence produced in a former case with which Counsel was not connected.

Mr. Holcomb thought it was a piece of impudence to ask for papers at the last moment, seeing that Mr. Curtis had the case in hand for the last three weeks.

His Honour called Mr. Holcomb to order.

Mr. Curtis wished to call several witnesses but as they were not present the Court adjourned till the afternoon.

On the Court resuming the following evidence was taken.



Max Hoerter stated that he was a merchant and had a conversation with the plaintiffs with regard to a draft presented for acceptance. He could not recall what passed between them but the conversation referred to the draft and whether the Chinese would accept it or not. He advised the acceptance of the draft, which was done. He understood that Nee Chang-mow had a deposit of Tls. 1,000 in Port Arthur. If Nee Chang-mow had not accepted the draft he would not have to honour it.

Samuel Sherrock, sworn, stated that he surveyed some 45 bags of brass, copper and dirt. The result showed 12 per cent of lead and 2 per cent of dirt. Some of the bags were in a bad condition. The brass and copper were in the same bags. He would have required an allowance if he had purchased the cargo.

Mr. Warner, a mining engineer said he surveyed the cargo in conjunction with the last witness. There was an appreciable percentage of lead in the cargo of brass and copper.

S. H. Comstock gave evidence detailing the circumstances which led to the making of the contract.

Mr. Curtis produced the contract which was to the effect that the brass and copper were to be delivered in separate bags and in good condition, and a deposit was to be made in the Russo-Chinese Bank of 5,000 roubles.

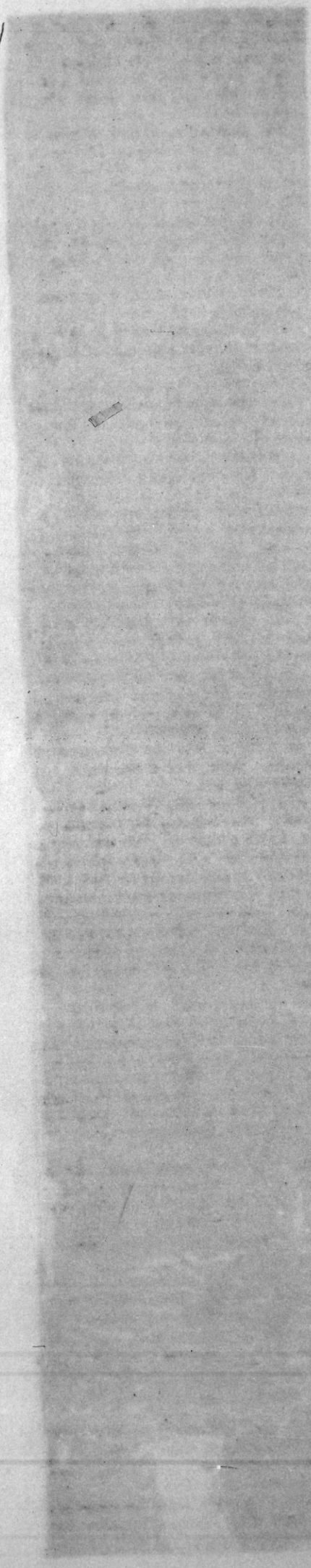
Mr. Holcomb also handed in a copy of the contract.

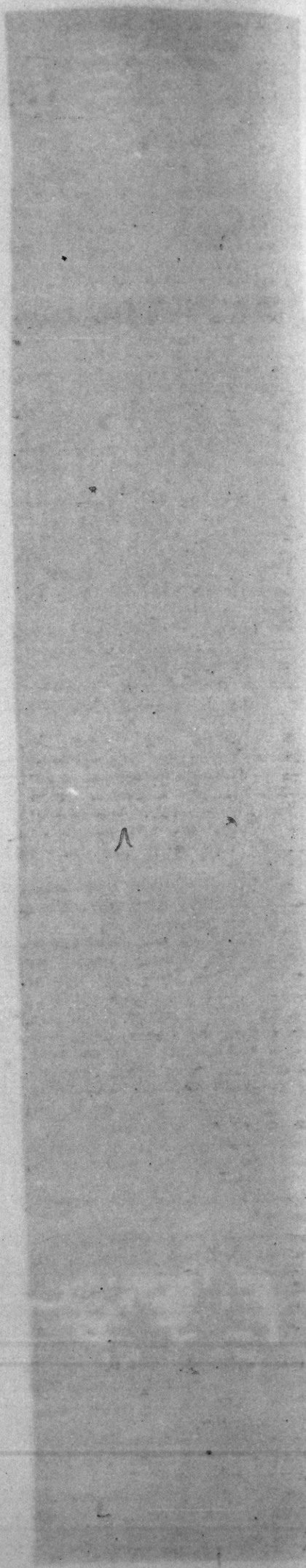
Mr. Comstock in further examination said as a matter of fact he was not aware that a deposit of Rs. 5 000 had actually been made, nor that Tls. 1,000 had been paid to the Russian government for military protection of the cargo of metal. The first cargo shipped at Port Arthur was not up to the quality represented. He refused to accept the cargo, under instructions from the Chinese. The Russian Bank shipped the cargo to Shanghai without his knowledge. He wrote to the Bank enquiring under whose authority they had shipped the cargo, but the Bank never replied to his letter. When a new manager took charge of the Bank he admitted his predecessor's error in shipping the cargo. The second cargo was accepted under an agreement that it would be guided by the court's decision as to the first cargo—whether they were entitled to any allowance for bad quality. He did not inspect the cargo in Port Arthur. He was sent there to purchase the metal and hand it over to Chang Mow.

By the Court:—The agreement that the second lot of the cargo should be bound by the same conditions as the first lot, was to the effect that if Mr. Frieda won his claim, now pending against the defendants for an allowance of ten per cent on account of the dirt and lead in the cargo the defendants would pay the full amount. Chang Mow accepted this agreement and had the second lot of the metal shipped.

The case was at this stage adjourned till the following day.

The case was resumed this afternoon at 2 o'clock when Mr. Ranger and Mr. Comstock were examined at great length. The majority of the questions put by Counsel for the plaintiff were disallowed and a good deal of the time of the Court was wasted thereby. The Court was still sitting when our report left at 4.30.





U.S. CONSULAR COURT.

Shanghai, 19th November.

Before the Hon. John Goodnow, Consul-General, and Messrs. H. de Gray and R. H. Hunt, Assessors.

NEE CHANGMOW. v. ANDREWS AND GEORGE.

Mr. George F. Curtis appeared for the plaintiff and Mr. C. R. Holcomb and Dr. Lamme for defendants.

On the Court reassembling at 2 p.m. Counsel for plaintiff asked for the documents of which he had given notice, to be produced.

Dr. Lamme said there was absolutely nothing in the contract book with reference to the contract in question.

His Honour: Have you gone through the book yourself?

Dr. Lamme replied that he was satisfied that there was nothing in it. He submitted that his clients could not be asked to produce anything that had no reference to this case.

Mr. Curtis said that in a similar case regarding the contract in question a member of the defendant firm stated on oath that a document called for was not in a certain book, which on examination was found to contain the document wanted.

Dr. Lamme produced two contract books and submitted that the contract in question was not in them.

His Honour instructed the clerk of the Court to examine the books produced.

Mr. Curtis said that Mr. Holcomb had testified the previous day that the document wanted was in Port Arthur. He wished now to put Mr. Holcomb in the stand so that he might say on oath that the document in question had really been sent to Port Arthur.

Mr. Holcomb reiterated his statement that the document called for had been sent to Port Arthur.

Mr. Ranger was then called and examined. The original invoice was attached to the draft. He was not present when the invoice was so attached. He borrowed the original invoice from the Russian Bank, made a copy and returned it to the bank. He had not seen Frieda's invoice. Mr. Comstock had not handed it to him. No invoice from Frieda was ever turned over to his firm.

What became of the false invoice in which the copper was priced at Rs. 3.50 per pood?

Question objected to, and objection sustained.

Counsel here put a number of other questions which were objected to and disallowed.

What became of the original contract between Frieda and Andrews and George covering the purchase of brass and copper?—One copy is in Port Arthur because Mr. Comstock had a suit on it. I have kept a copy of that contract, which was filed in this Court in a previous case.

Have you the original of the forged contract executed between Frieda and Andrews and George?

His Honour said there was no use elaborating on that point as it was thoroughly understood that there was a contract between the parties of which plaintiff in this case had been tendered copies and witness had testified that there was no other contract.

Mr. Curtis said if there was no original contract then there was no contract at all.

His Honour said that witness had testified that the original contract was in Court. There was nothing in Court except the fraudulent—he said fraudulent advisedly—contract.

Mr. Holcomb said he was instructed to say that the original contract under which the contract in question was made was the basis of a suit and filed in Port Arthur which was outside of their jurisdiction.

His Honour said that it had been just testified that the original contract was in Court.

Witness: It was used in Court.

Mr. Curtis wished to ask the stenographer to read the notes of the evidence of the witness.

His Honour said there was no need of it. The Court quite understood the point.

Mr. Curtis said that the witness had contradicted himself so often. He believed that Mr. Ranger had said that the true copy of the alleged contract between Fields and Andrews and George was in file in this Court.

Mr. Ranger said the original was filed in Port Arthur and a copy was used in that Court in a previous case.

His Honour said that the Court understood that a false contract was given to the Chinese who were cheated thereby of ten kopecks.

Mr. Curtis said he did not know whether there was a true contract in existence or not.

His Honour said that it had been testified that the original contract was for $4.25 per pood. The last witness said that the original contract was in Port Arthur and that the only difference between the two contracts was in price.

Dr. Lamme said that such was the case. The only difference between the two contracts was that Rs. 4.25 was in one and Rs. 4.35 was inserted in the other.

Cross-examination continued: He could swear that that was the only difference in the two contracts. Mr. Comstock was present when he saw the original contract which he afterwards handed to Mr. Comstock to take to Port Arthur. He had never seen the bills for freight, insurance, and other charges.

Mr. Comstock sworn stated that he had no other credit in Port Arthur than the one mentioned. He was authorized to purchase the cargo.

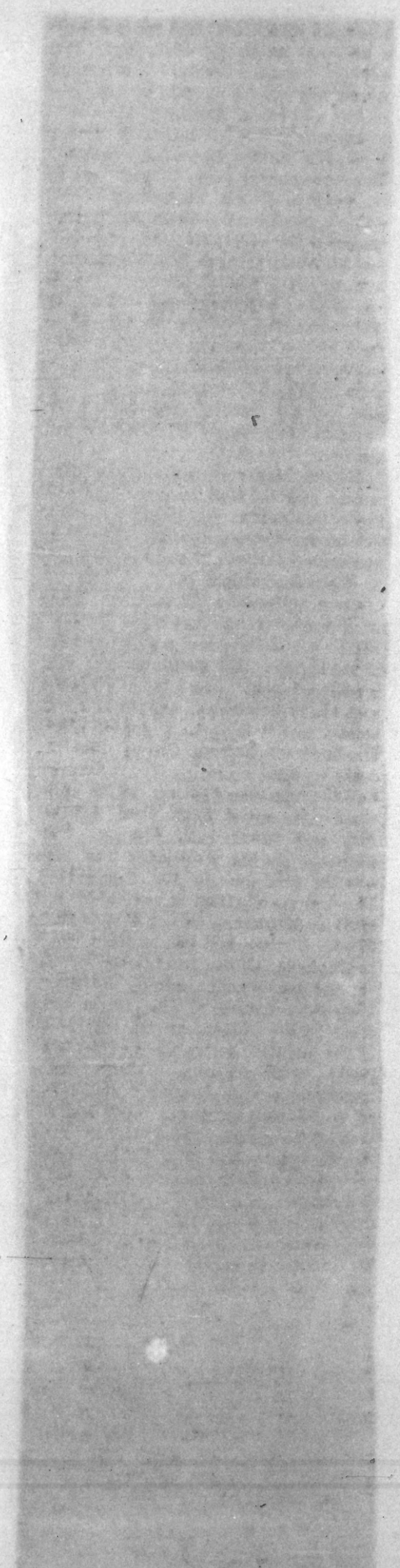
Dr. Lamme said there was no dispute on that point.

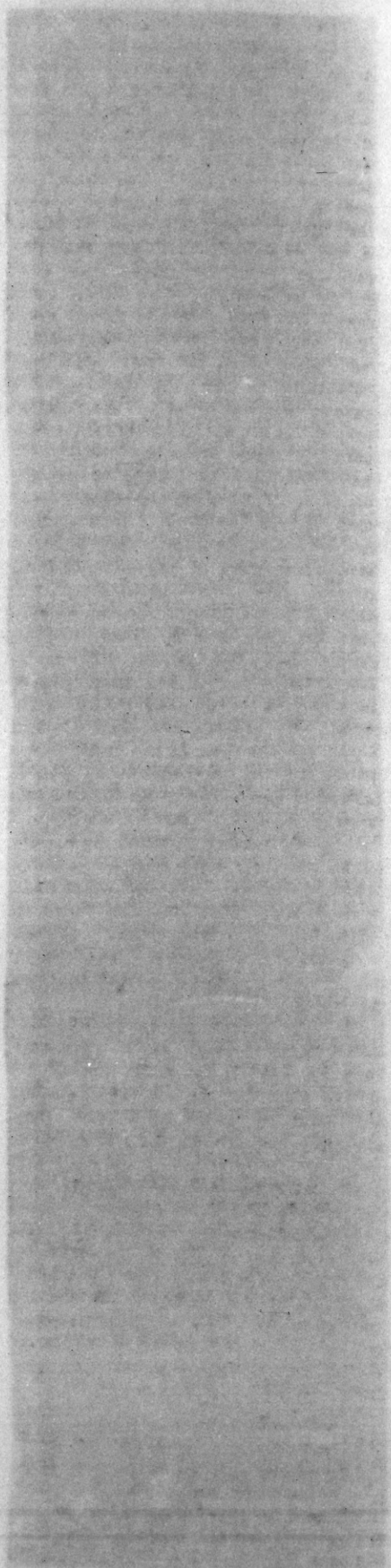
Mr. Curtis said that was a very important point as before Mr. Chang Mow had anything to do with the cargo Mr. Comstock went and purchased it for Andrews and George under Chang Mow's credit. He used Chang Mow's credit to buy for Andrews and George.

Have you any specific authority to make this contract with Frieda?

Dr. Lamme said that they had already admitted that.

Mr. Curtis said that the admission had only been made after they had been sued.





Cross-examination continued: He only made a cursory examination of the cargo as he did not consider himself an expert. Chang Mow made his own examination He simply went to look at the cargo. The man who went with him to see the cargo was an expert and the actual purchaser. The draft was post dated in order to bring it within the life of the exchange contract. It was explained to Chang that the exchange contract made the post dating necessary. The draft was drawn on May 7th and dated April 30th. Chang said that the second cargo was worse than the first. He was authorized to pay the money. He gave a written order to the Bank to pay, but he did not think that there had been any actual transfer of cash. He was authorized by Chang to pay 90 per cent. All his correspondence were used in the suit of Frieda against Andrews and George. They must be in the possession of the Court in Port Arthur. He knew nothing of the contract with Chang. He understood that the man sent by Chang to Port Arthur had full power. When he found that a credit had been opened, he concluded that a contract had been made. He believed the contract produced was the same as the original one except that the price should be $4.25 instead of $4.35. He wrote the original contract himself. When he left Shanghai on the second occasion he understood that there was a contract pending with the Chinese. He had a contract with Frieda, when he came down to Shanghai. He was present at the weighing of the cargo. He finished the weighing himself. Each bag was not opened.

Mr. Curtis said his point was that Andrews and George had a competent man to inspect the cargo and if he proved that this man did not examine the cargo it would go to show that Andrews and George did not do their duty.

Mr. Holcomb said that Counsel had not pleaded that in his petition.

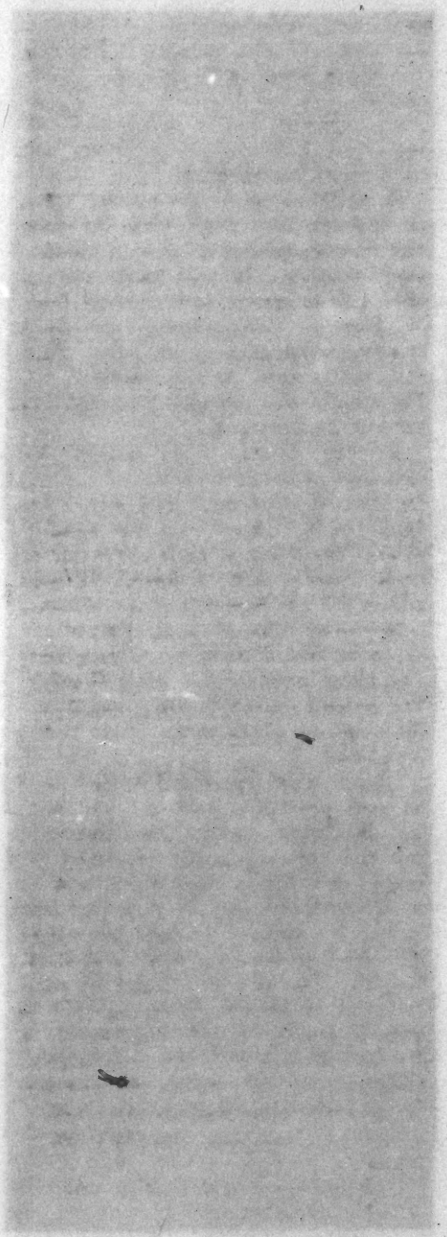
Cross-examination continued: He drew the Tls. 67,000 in payment of the cargo. There was a suit pending at the time and some of the money was attached. The amount attached was Rs. 3329 and belonged to Chang Mow. The money attached had not been released to his knowledge.

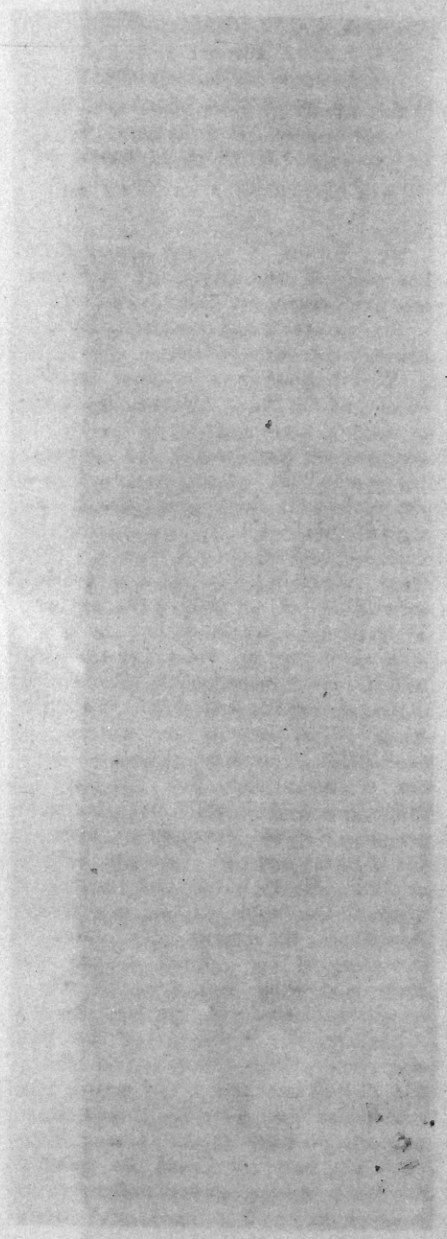
Re-examined: As a matter of fact the cargo was paid for except Rs. 3329 for which Mr. Frieda brought a suit. Out of the entire sum of the draft, the Bank paid for everything except 10 per cent. on the first shipment and that was the sum for which Mr. Frieda brought a suit and attachment and witness made a claim subsequently that there was a lot of foreign substance in the cargo which was not up to quality and that he had a claim for damages. He claimed against Frieda for failure to comply with the conditions of his contract. The arrangement came to was that in the event of Frieda succeeding in his suit or attachment witness would drop his claim for damages. But if Frieda lost his claim witness would prosecute him for the second shipment. He made no deposit with reference to the Rs. 3329 attached. When he arrived at Port Arthur he understood that a credit had been opened by Chang. When he drew for the full amount, Rs. 3329 was part of the credit established. He never had any money of Andrews and George.

By the Court: He knew from information received that the Bank had paid the 10 per cent to Mr. Frieda but could not say on whose authority. The Bank guaranteed the weight and any expenses on the second shipment.

Cross-examined: He first met Chang in Shanghai in Andrews and George's office. Mr. Ranger was present and one of the shroffs. He could not say who introduced him. The first conversation was about brass and copper and he took part in the conversation. He understood from Chang that he dealt in metal. During the conversation the man was figuring on the shipment of the metal from Port Arthur. The man went with him to Port Arthur. To his knowledge the man was the principal in the transaction. The first examination of the cargo was made in Moukden. Chang Mow's man, Frieda, Fischer and two officers went to Moukden. Chang went there for the express purpose of examining the cargo. The examination of the cargo was made by the Chinese as representative of the plaintiff, before the contract was made with Frieda. There were negotiations and haggling about the price. These continued until his return to Shanghai. He went to Port Arthur again and the Chinese came afterwards—three or four days after his arrival. He made no examination prior to the arrival of the Chinese. He made no examination because he was not an expert and also because the Chinaman was there as an expert and was buying on his own examination. He was told that he was to be guided by the Chinese. They had several interviews about the purchase of the metal in which Mr. Ranger was present and sometimes one of the shroffs was also present. His instruction was that the cargo was to be purchased upon the judgment of the Chinese who went to Port Arthur with him.

At this stage the case was adjourned until the following day.





U.S. CONSULAR COURT.

Shanghai 20 h November.

Before the Hon. John Goodnow, Consul-General, and Messrs. H. de Gray and E H Hunt, Assessors.

NEE CHANGNOW. V. ANDREWS AND ORONOR.

Mr George F. Curtis appeared for the plaintiff and Mr. O R. Holcomb and Dr. Lemme for defendants.

On the case being resumed the following evidence was taken.

H Robertson who had been in the employ of the Russo-Chinese Bank for over seven years said he had some experience of commercial and banking business. The invoice produced was attached to the draft. His bank had a great deal of trouble in getting the draft to cover all their advances. The Bank accepted Tls. 64000 in full satisfaction of all their advances and all documents attached to the draft were given up on receipt of the Tls. 64,000. He recognised the documents produced (statement dated the 20 h August 1902 giving the amount of the draft, interest, charges etc., and a receipt for Tls. 64,000 in full discharge, put in.) He had prepared those documents himself. He remembered Mr. Ranger calling at the Bank once and protested against the payment of the draft. Sometime afterwards Mr. Ranger called again and offered to pay the draft and this was done. A statement was rendered to Mr. Ranger at his request. A discount of Tls. 300 was given. Chang Mow at first offered Tls. 63 000 but finally the matter was settled for Tls. 64,000. Chang Mow had accepted the draft. Chang Mow could not have purchased the metal if the Bank had not guaranteed the purchase money. The Bank had made good the difference in weight of the cargo to the extent of Tls. 900. The Bank acted very liberally in the matter.

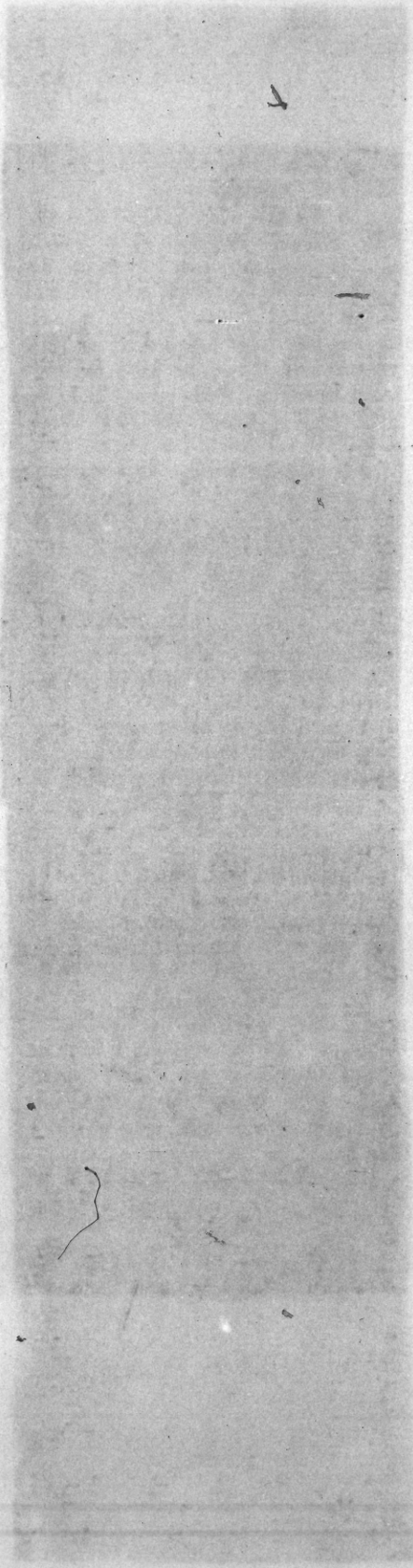
Mr. Curtis put in correspondence exchanged between Mr. Holcomb and the Russo-Chinese Bank.

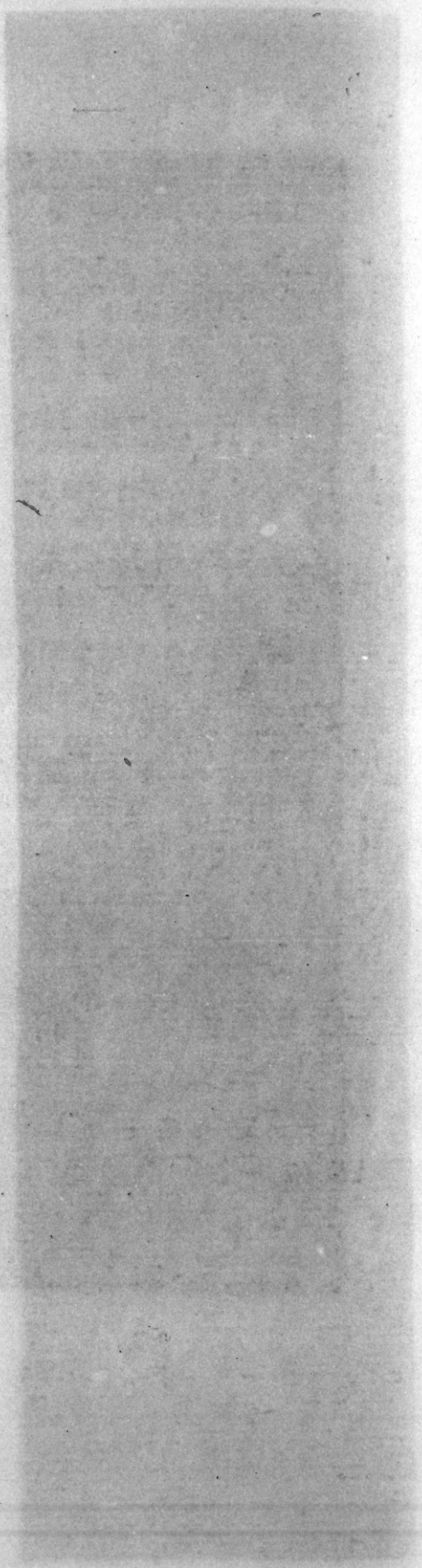
S. H. Comstock recalled stated that no invoice had been given to him. The invoice produced was in his own hand writing. It was made out in obedience to instructions received from Mr. Ranger. He authorised the Bank to advance 90 per cent on brass only, and the weight to be certified to. The freight was included in the invoice but not the insurance.

By the Court: He closed the exchange at the current rate of the day for the end of June. The draft was dated the 30 h April. It was conceded that there was a certain amount of brass with the copper. Witness authorised the payment of the advance money after Chang's acceptance of the cargo on the Saturday. Chang only repudiated it on the following Monday. The written authority was given before the weighing of the cargo when it was repudiated.

Chang Mow cautioned stated that he was plaintiff's partner. He went to Moukden with Mr. Comstock and his boy where he examined the cargo and found that there was a considerable amount of dirt and lead in it. He refused to take the cargo. He examined ten bags and found them alright. The rest he refused to take. He never authorised the payment of the advance money except on the ten bags. He did not authorise Mr. Comstock to draw. On his return he saw Mr. Ranger who said that the bank made a mistake in shipping the first lot of metal.

The case was then adjourned till Monday morning.





U.S. CONSULAR COURT.

Shanghai, 24th November.

Before the Hon. John Goodnow, Consul-General, and Messrs. H. de Gray and R H Hunt, Assessors.

NEE CHANGMOW. v. ANDREWS AND GEORGE.

Mr George F. Curtis appeared for the plaintiff and Mr. O R. Holcomb and Dr. Lamme for defendants.

On the case being resumed this morning the following evidence was called by Mr. Curtis.

Chang Mow-chow, a partner of the plaintiff, produced a number of samples of the brass and copper.

Mr. Curtis said that they had not contracted to purchase bullets and shells.

His Honour could not see the relevancy of producing the samples as the contract did not specify the kind of metals.

Mr. Holcomb objected on the ground that according to Mr. Comstock's evidence the cargo was bought upon the examination of the plaintiff.

His Honour did not believe that the samples produced were general samples of the cargo. They seemed to have been picked out. Besides the condition of the cargo had been testified to by two experts and the Court did not propose to resurvey the cargo. If both parties wished for another survey they must appoint people to do it.

Chang Mow-chow examined by Mr. Curtis said that the cargo had now been in the godowns at Pootung for seven months and he had not been able to dispose of it. A large quantity of the metal had been stolen by the coolies on the ship. If the cargo had arrived much sooner he would have been able to sell the metal for the manufacture of cash. There was a great scarcity of copper at the time. They were not minting the cash now, and here was therefore no demand at all for copper. He had offered the cargo to the Japanese who only gave $18 per picul, if the cargo was clean. The price of brass was generally Tls. 20 per picul and for copper Tls. 22 to 25. A certain party agreed to take part of the cargo at Tls. 25 but it had since refused to take it. He sold the brass to a firm in Soochow and lost Tls. 3 per picul on the transaction. At the time the copper was shipped the market price was Tls. 20 but there was no quotation now as there was no market for it. The quotation on the 14th July—the due date of the draft—was $29 for copper. Nothing was offering for brass as there was no demand.

Mr. Holcomb objected to the way in which the other side was trying to assess the damages.

His Honour said that so far there had been no evidence as to any objection or complaint raised in Port Arthur when Mr. Chang saw the cargo there.

Mr. Curtis said the contract between Mr. Frieda and defendants stipulated that the cargo was to be delivered in good condition. He maintained that the cargo was not according to contract.

Mr. Holcomb criticised at some length a statement of damages put in by the defendant. He maintained that his client had not contracted to deliver the cargo here at a stipulated time. There could therefore be no damages on that account. If Mr. Comstock had gone to Port Arthur as an employee of the defendants, who were the agents of the plaintiff, and if plaintiff or his representative examined the cargo himself and purchased it, he (Counsel) urged that the agents had thus stepped aside and the responsibility was entirely that of the principal. That was a legal proposition for the Court to determine.

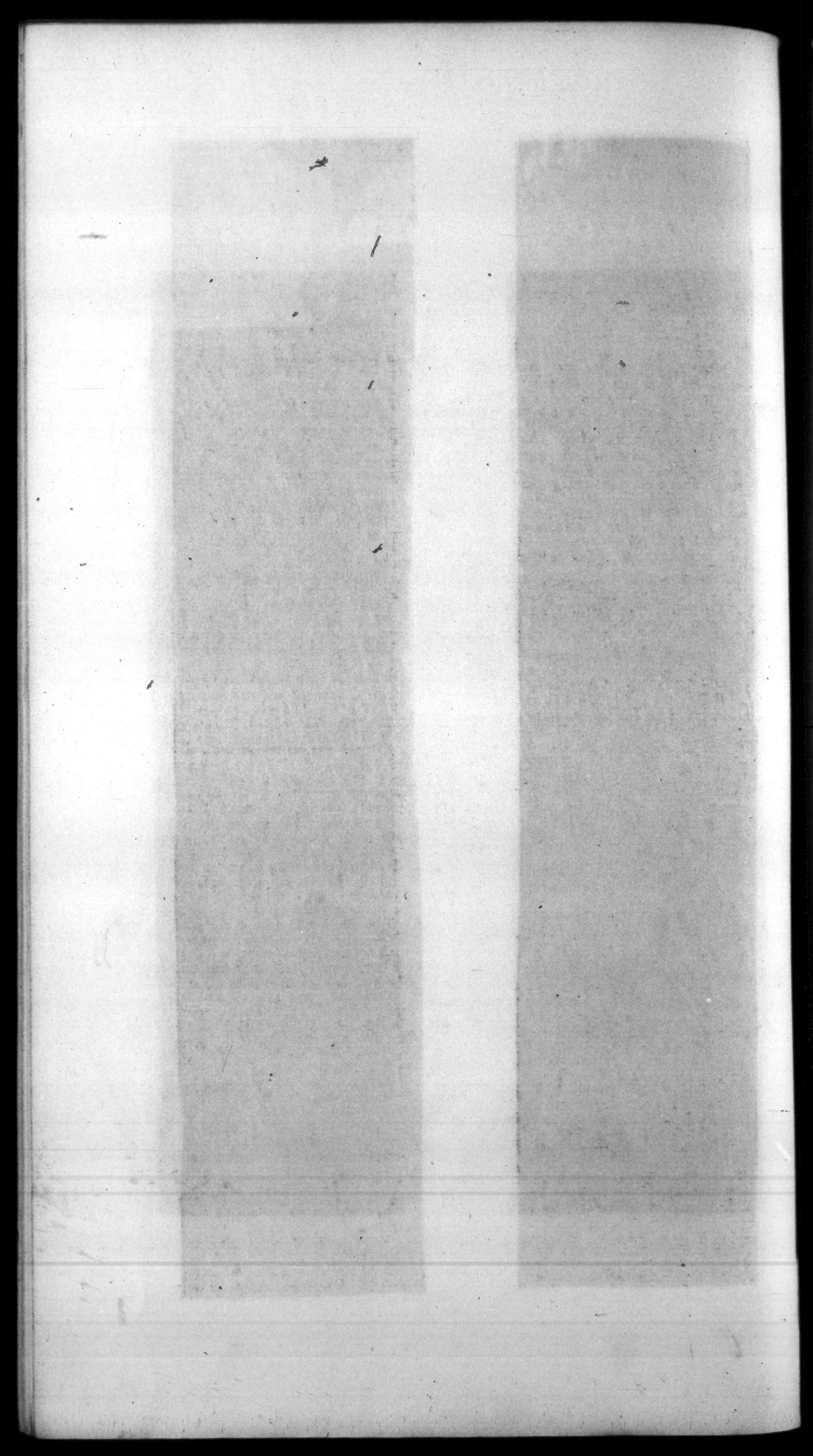
His Honour said that the allegation that plaintiff could not dispose of the cargo had nothing to do with the defendants unless the inability to dispose was due to conditions which plaintiff had not accepted.

Mr. Holcomb objected to any testimony being taken on the question of damages. If the principal had accepted the cargo, the agents were not liable. That was an important point for the Court to decide.

Mr. Curtis contended that it was Mr. Comstock's duty to investigate the condition of the cargo before paying for it. The whole of the contract was vitiated by the false assertions made by the defendants. There had been deliberate misrepresentation of material facts and in law this vitiated the contract, even if they were not aware that their statement was not true. (Authority quoted.)

After some more argument, the Court retired to consider the point.

On resuming, his Honour intimated that the Court will hear the testimony subject to the objection being argued afterwards.



U.S. CONSULAR COURT.

Shanghai, 24th November.

Before the Hon. John Goodnow, Consul-General, and Messrs. H. de Gray and R. H. Hunt, Assessors.

NEE CHANGMOW. v. ANDREWS AND GEORGE.

Mr. George F. Curtis appeared for the plaintiff and Mr. C. R. Holcomb and Dr. Lamme for defendants.

Chang-Mow-chow, examined, said that the bags were marked differently for copper and brass. He was told by a Russian at Port Arthur that the price for the metal was not $4 35 but $4 25 per pood. He spoke to his partner in the matter. Nee Changmow then spoke to Mr. Ranger who asserted again that the price was $4.35. The contract was chopped by his firm during his absence in Port Arthur.

Some discussion arose as to the alleged advance of Tls. 5,000, afterwards amended to Tls. 3,000, made by the plaintiff. Finally it was agreed that the alleged advance was only a paper transaction, no money having been received.

Mr. Curtis then put in statements of the cost of the cargo, freight, insurance and other charges, also survey reports, and correspondence bearing on the subject.

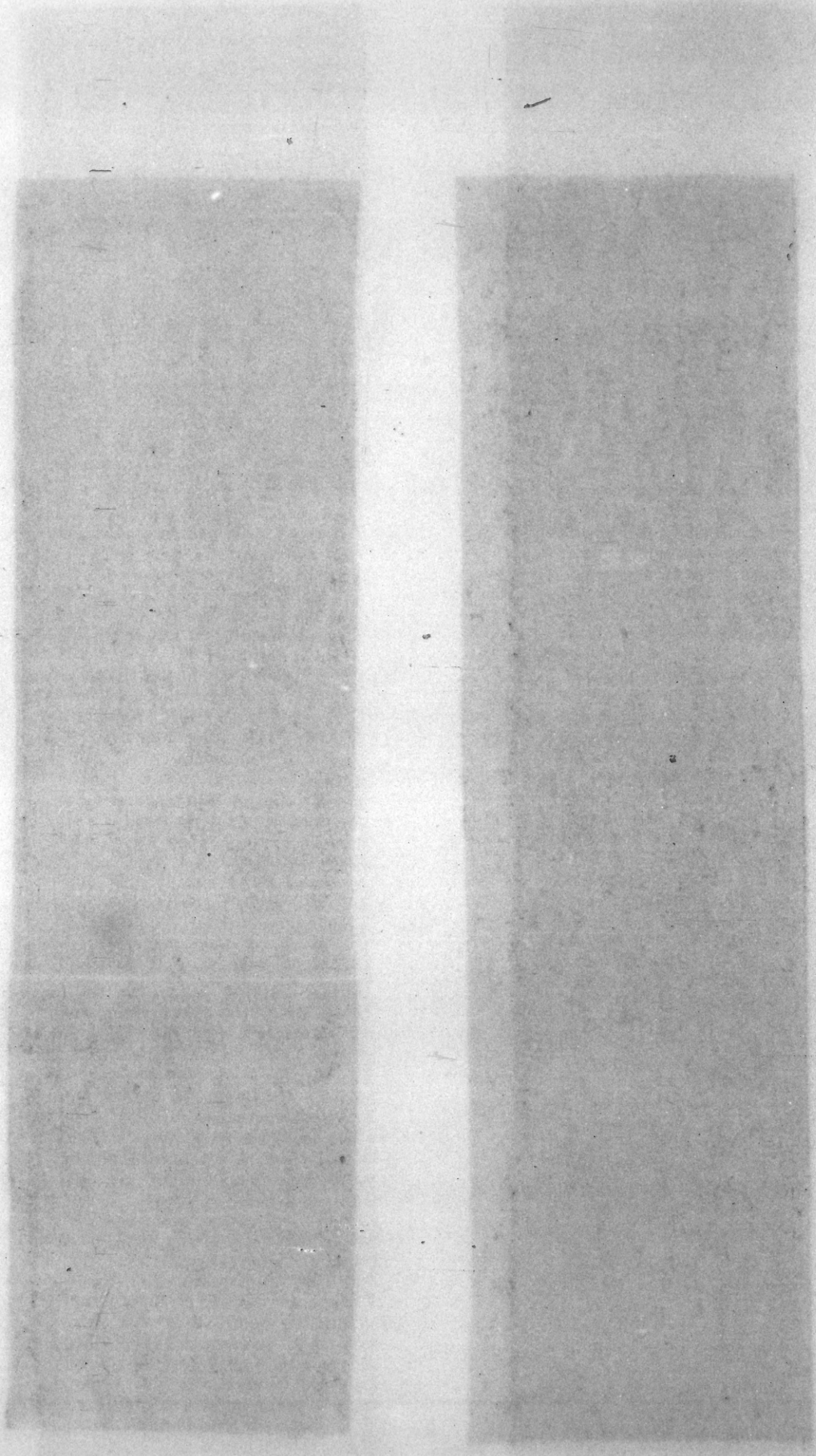
Dr. Ransome, United States medical officer in Shanghai, testified to having examined Nee Chiling, a witness in the case, in his house in No. 39 Rue de la Guerre, and found him suffering from fever. Witness was of opinion that Nee Chiling would not be able to appear for any two weeks. Witness did not think it prudent to take Nee's evidence on commission at present.

The Court then adjourned till the afternoon, so that Mr. Curtis might put in an affidavit as to the evidence which he believed Nee Chiling would give if he had been present.

On resuming in the afternoon Mr. Curtis put in the following affidavit:

First, that after Nee Chi-ling discovered that the actual cost price of the 10 502 poods of brass was not Rs. 4 35 per pood, but Rs. 4 25 per pood, the said Nee Chi-ling, in the presence of Chang Mow-chow, a member of the firm of Nee Chongmow and Co., went to the office of Andrews and George, No. 12, Kiukiang Road, Shanghai, China, and asked John Henry Ranger of the firm of Andrews and George, why the said John Henry Ranger had charged Nee Chang-mow and Co. roubles 4 35 per pood, when the actual cost price thereof was but roubles 4.25 per pood, and when the contract between said plaintiffs and the said defendants specified that the said defendants should purchase at the actual cost price for said brass, for and in consideration of 2½ cent. commission on the said actual cost price; that the said John Henry Ranger in the presence of Chang Mow-chow and Nee Chi-ling, after being asked, as aforesaid, did tell the said Nee Chi-ling and Chang Mow-chow that they were mistaken; that the actual cost-price was roubles Tls. 4 35 per pood and not roubles 4 25, and that whoever told them that roubles 4 35 per pood was not the actual cost-price had misinformed them; that he, the said John Henry Ranger was their good friend, and that the said Nee Chi-ling and Chang Mow-chow believed Ranger's statement, and thought he was so courteous and affable to take advantage of them.

Second.—The affiant is further informed and believes to be true that if the said Nee Chi-ling were present in this Court, he would testify that the said John Henry Ranger, upon the draft, roubles 69,122.11, being presented to the said Nee Chi-ling and Chang Mow-chow advised them not to pay the said draft for the reason that the Russo-Chinese Bank had, without authority or warrant, or authorisation of any kind or nature whatsoever, shipped the aforesaid copper and brass to Shanghai; that the said cargo was not up to the quality specified in the contract between Friede and the said Andrews and George, and not in the condition specified in the said contract; that Mr. C. R. Holcomb, as the attorney for Andrews and George wrote a letter to the Russo-Chinese Bank, Shanghai, alleging the fact that the said cargo of copper and brass was not up to the quality specified in the said contract and that the said John Ranger so informed said Nee Chi-ling and Chang Mow-chow that the said C. R. Holcomb had written to the said Bank, as aforesaid, and that the said C. R. Holcomb had advised the said John Henry Ranger not to commit his principals, Nee Chang-mow and Co., to honour the said draft, for the reasons aforesaid; that upon the advice of the said John Henry Ranger, and the alleged advice given, as alleged, by the said attorney, C. R. Holcomb, the said Nee Chiling and Chang Mow-chow declined to honour the said draft of Roubles 69,132.11; that the said draft was protested before the American and Russian Consulates; that about four months later the said John Henry Ranger was approached by the said Nee Chiling and Chang Mowchow and they were advised by him to pay the said draft in full together with the costs of the said protests and said interests, for the reasons that unless they did pay the said drafts, they would lose their deposit money; that the cargo would be sold at auction by the Bank and that the letter of credit of Nee Changmow & Co. for roubles 70,000 would be drawn upon to make good the loss between the price at public auction and the advance of the Russo-Chinese Bank and other expenses. Further, that if the said plaintiffs, Nee Chang-mow and Co., consented to pay the draft and did pay the draft, that the firm of Andrews and George would appoint one surveyor and Nee Chang-mow and Co. another; that a survey should be held on the cargo landed in Shanghai, and that upon the findings and report of the



said surveyors they would make good the losses and damages sustained by the said plaintiffs by sending the said report to Port Arthur and collecting the money from the Russo-Chinese Bank, which said Bank had given Nee Chang-mow a written guarantee covering any loss by weight and quality; that believing the representations made by the said John Henry Ranger to be true, they paid in full Tls. 64,000 to the Russo-Chinese Bank, Shanghai, that the said copper and brass have cost the plaintiffs in addition to Tls. 64,000 a sum of Tls. 3,200 for Duty, Tls. 640 Wharfage Dues, and Storage to be paid of Tls. 118 60 per month for seven months; further, Nee Chi-ling will testify that by reason of the acts of the said John Henry Ranger and the negligent carelessness and unauthorized action of the said defendants' representative, in Port Arthur, and the concealment, and misrepresentation by the said John Henry Ranger of the true state of the facts in the connection of the purchase of the copper and brass, the said plaintiffs were damaged as alleged, specifically, in the plaintiffs bill of particulars which is made a part of the complaint, filed in the above-entitled case; further, that Chang Mowchow does not understand English and that the said Nee Chi-ling has interpreted for said Chang Mowchow the various transactions in regard to the said copper and brass; further that Nee Chi-ling will testify that the said John Henry Ranger did not present him through the Russo-Chinese Bank with the invoice and bill-of-lading, but drew upon the Bank for the sum of Roubles 69,132 11; that no invoice or bill-of-lading or copy of fire insurance policy were presented the plaintiffs, but on the contrary, the said John Henry Ranger did present the said Nee Chang Mow & Co., with three false invoices; to wit, a false invoice through the Russo Chinese Bank without the seller's signature or that of Andrews and George, but a invoice upon which the said Bank made the payment of Roubles 69,132,11; second, a fraudulent statement of account from Andrews and George dated May, 1902, was presented to Nee Chang Mow & Co., and 3 d, a fraudulent so called invoice through the Port Arthur branch of the Russo-Chinese Bank, fraudulent statement of account, founded upon fraudulent representations of Andrews and George's representative in Port Arthur; that Nee Chi-ling will state that he was induced through false and fraudulent material representations which the defendants, Andrews and George, knew to be false and fraudulent material representations and which they made for the purpose of deceiving and plundering the firm of Chang Mow & Co. and by such representations they induced the plaintiffs to enter into a contract in Shanghai on the 9th of April, 1902, which said contract contains on its face, false and fraudulent material misrepresentations and which contract the said firm of Nee Chang Mow & Co. would not have entered into had not the aforesaid false and fraudulent material misrepresentations been made to them by the defendants Andrews and George.

Mr. Holcomb objected to the affidavit on the ground that Mr Curtis had not stated on oath that he had his information at first hand.

Mr. Curtis said he had the facts from Chang Mow-chow, but some of them Nee Chi-ling confirmed to him direct.

The Court accepted the affidavit after some slight modifications had been made.

Mr. Curtis then applied for an adjournment of the case until Nee Chi-ling could appear. After some discussion the Court ruled that Mr. Curtis should proceed with the case.

Mr. Curtis formally objected to the ruling.

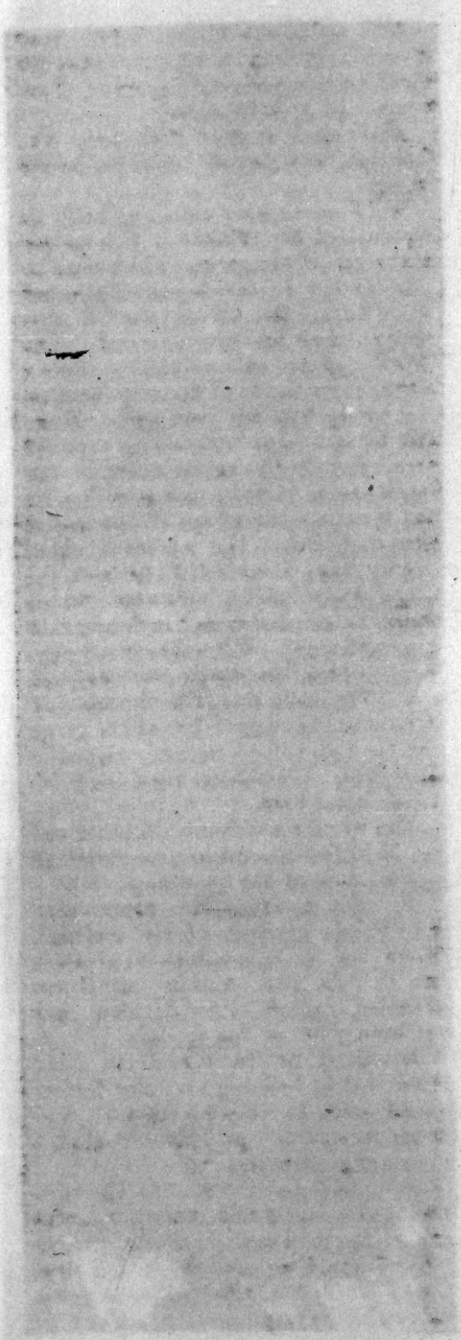
Mr. S. H. Comstock recalled stated that he went to Port Arthur to do other business besides the one which was the subject of the present case.

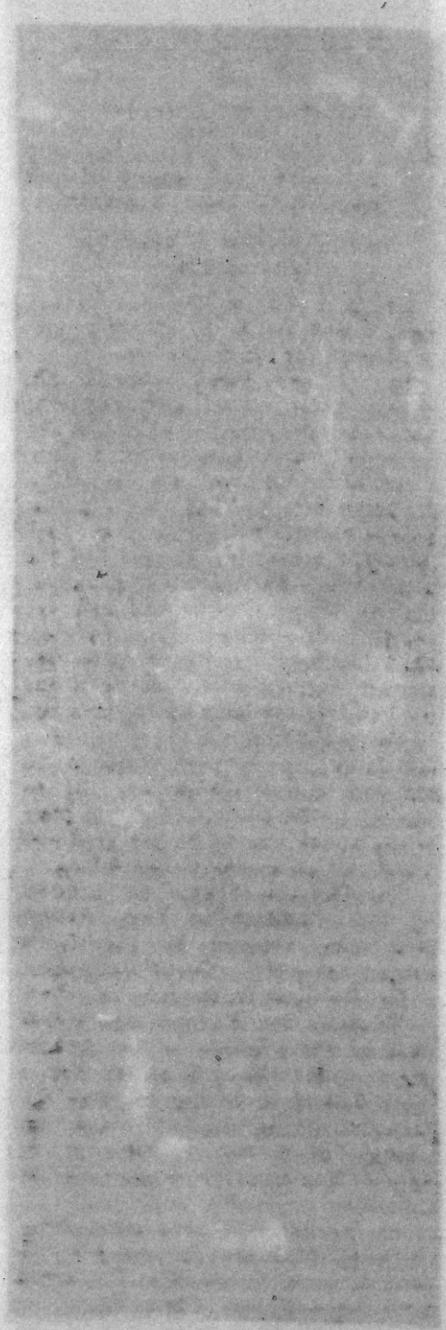
Mr. Curtis said that concluded his case.

Mr. Holcomb then made a motion for a nonsuit on the ground that the purchase of the cargo was authorised by plaintiff as the principal. When the cargo arrived here plaintiff was advised by him not to accept the draft but plaintiff on his own responsibility honoured the draft against his advise. He (Counsel) was acting for Andrews and George at the time.

His Honour said that the motion for a non-suit could not be granted as the Court was not inclined to hold that the statement of damages could be entirely set aside.

Mr. Holcomb objected to this ruling and the Court adjourned till the following day.





U.S. CONSULAR COURT.

Shanghai 28th November.

Before the Hon John Goodnow, Consul-General, and Messrs. H. de Gray and W. Hunt, Associates.

NEE CHANG MOW v ANDREWS AND GEORGE.

Mr. G. F. Curtis appeared for the plaintiff and Mr. C. R. Holcomb and Dr. Lamme for the defendants.

On the case being resumed this afternoon, Mr. Curtis said that the account put in by the defendants for expenses in Port Arthur was based upon a fraudulent contract not denied by the defendants, nor had they put any witnesses on the stand to deny it. All through the case Mr. Ranger had sat there and heard allegations after allegations charging him with fraud and did not deem fit to deny it. Counsel then cited authority to show that the account was not admissible as it was not based on any bona fide transaction. In the case quoted the Supreme Court laid down that any fraud would vitiate the most solemn transaction. By inserting in the contract that the price of the metal was $4.35 per pood was a material misrepresentation of facts.

The statement of expenses incurred by Mr. Comstock in Port Arthur was then accepted by the Court subject to Mr. Curtis's objection.

Mr. Holcomb, for the defence, called Friedrich von Fischers who stated that he was a broker in Port Arthur. He knew Mr. Chang as he saw him at Port Arthur in connection with the purchase of the cargo. He saw Mr. Chang before the purchase of the cargo. Mr. Chang saw the cargo at Moukden.

His Honour said there was nothing in the pleadings that the cargo was at Moukden and he would not therefore allow any reference to Moukden.

Mr. Holcomb said that it had been stated in evidence that they went to Moukden to examine the cargo. That was the point of purchase.

After some further discussion, Mr. Holcomb took formal exception to the ruling.

Mr. Fischers, continuing, said that he represented Mr. Frieda in the matter of the sale of the cargo, which came to Port Arthur in military carts guarded by soldiers. Mr. Chang was in Port Arthur when the cargo arrived. The Russian government refused to allow a second examination of the cargo because the money had not been paid. However he succeeded in obtaining a special permission for Chang to examine the cargo again. Chang took sometime six and sometime eight bags of the metal from each cart. He examined about twenty bags after which he said the cargo was all right. Witness wanted Chang to examine more but Chang said it was all right. Witness received payment before the cargo was weighed out. The next day Chang objected to receive the cargo. But as the cargo had been paid for, it was shipped to Shanghai. He did not know the price of the metal here.

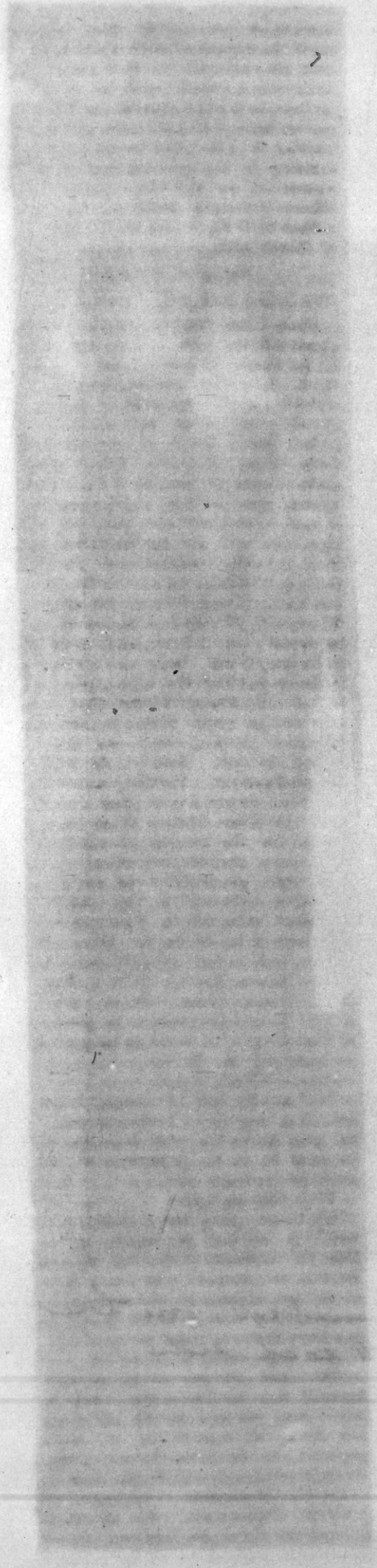
The witness was then cross examined but objection was made and sustained against most of the questions.

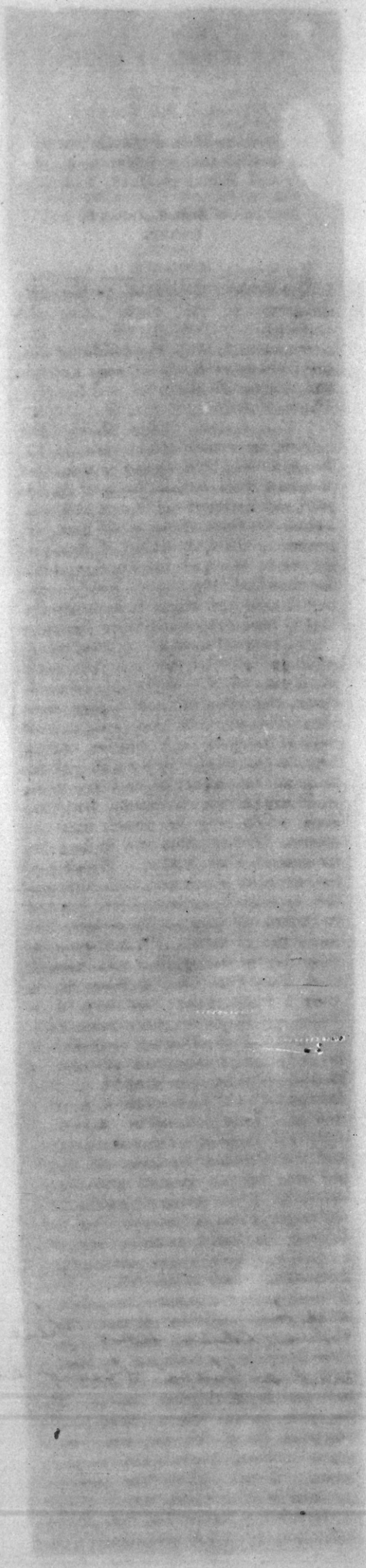
By the Court: He represented Mr. Frieda in most of his business. There had been one decision given in the suit in Port Arthur but it was appealed against. No decision had yet been given on the appeal.

Mr. Curtis put in an affidavit to the effect that he believed that Nee Chiling would state in evidence that he had never agreed to pay Mr. Comstock's expenses in Port Arthur.

In reply to the Court Mr. Holcomb said that it would take him 45 minutes to sum up the case, while Mr. Curtis said he would require four hours. The Court however allowed an hour and a half to each party.

The case was here summed up, one hour and a half being allowed to each side.





U.S. CONSULAR COURT.

Shanghai, 8th January.

Before the Hon. JOHN GOODNOW, Consul-General, and Messrs. E. H. HUNT and HARRY DE GRAY, Associates.

NEE CHANG MOW v. ANDREWS AND GEORGE.

JUDGMENT.

His Honour delivered the following judgment in the above case this morning.

On April 5, 1902, the following contract was entered into between Andrews and George of Shanghai and the Nee Chang Mow Hong:

Port Arthur, 18/31st March, 1902.

This agreement made the 18/31st day of March, 1902, by and between G.S. Friede of Port Arthur, party of the first part, and Andrews and George of Shanghai, China, party of the second part, witnesseth:—That the party of first part agrees to sell and hereby does sell to the party of the second part certain merchandize, to wit:—A certain quantity of used copper and brass Cartridge shells, amounting to say approximately 3900 poods of copper and 9900 poods of brass, on the following terms:—Term one—The price of copper to be six roubles per pood, net weight, and price of brass to be 4 roubles and 35 kopecks per pood, net weight. 10 per cent. of the copper to be charged for as brass, as an allowance for brass shell which may be mixed with the copper. These prices are to be f.o.b. steamer at Port Arthur. Weights to be taken at ship's side, and both parties to have a representative present to inspect and pass on the weights and conditions of cargo. Term two—The cargo to be delivered f.o.b. steamer Port Arthur in not less than two or more than four lots, delivery to be made within thirty days from date. Payment—Buyer to open banker's credit in favour of seller and payment to be made against surrender of shipping documents to buyer's bankers at Port Arthur. Term four—The buyers, if requested by sellers, agree to arrange with their bankers to have the latter pay the Russian Government ninety per cent of the value of goods upon arrival at Port Arthur pending their delivery on board steamer, but any expense incurred by such arrangement to be borne solely by the seller. Term Five—The buyer to have the privilege of designating steamer or steamers by which cargo shall be shipped. Term Six—Cargo to be delivered in bags in good shipping condition and marked so as to plainly distinguish between copper and brass. Term Seven.—The foregoing prices are net and free of any other charges or commission whatsoever. Term Eight—The cargo in question is that which was inspected in Mukden, Manchuria, on March 9-22/1902, by seller and buyer's representative. The agreement to be considered binding on both parties upon the deposit of 5000 roubles, or a suitable guarantee for that amount by both parties with bankers at Port Arthur, as a guarantee of the faithful performance of this contract, said 5,0 0 roubles to be forfeited by the party defaulting in the performance of their agreement to the other party. In witness whereby both parties have affixed their signatures the 18/31st day of March, 1902.

Shanghai, 8th April, 1902

NEE CHANG MOW Esq., President.

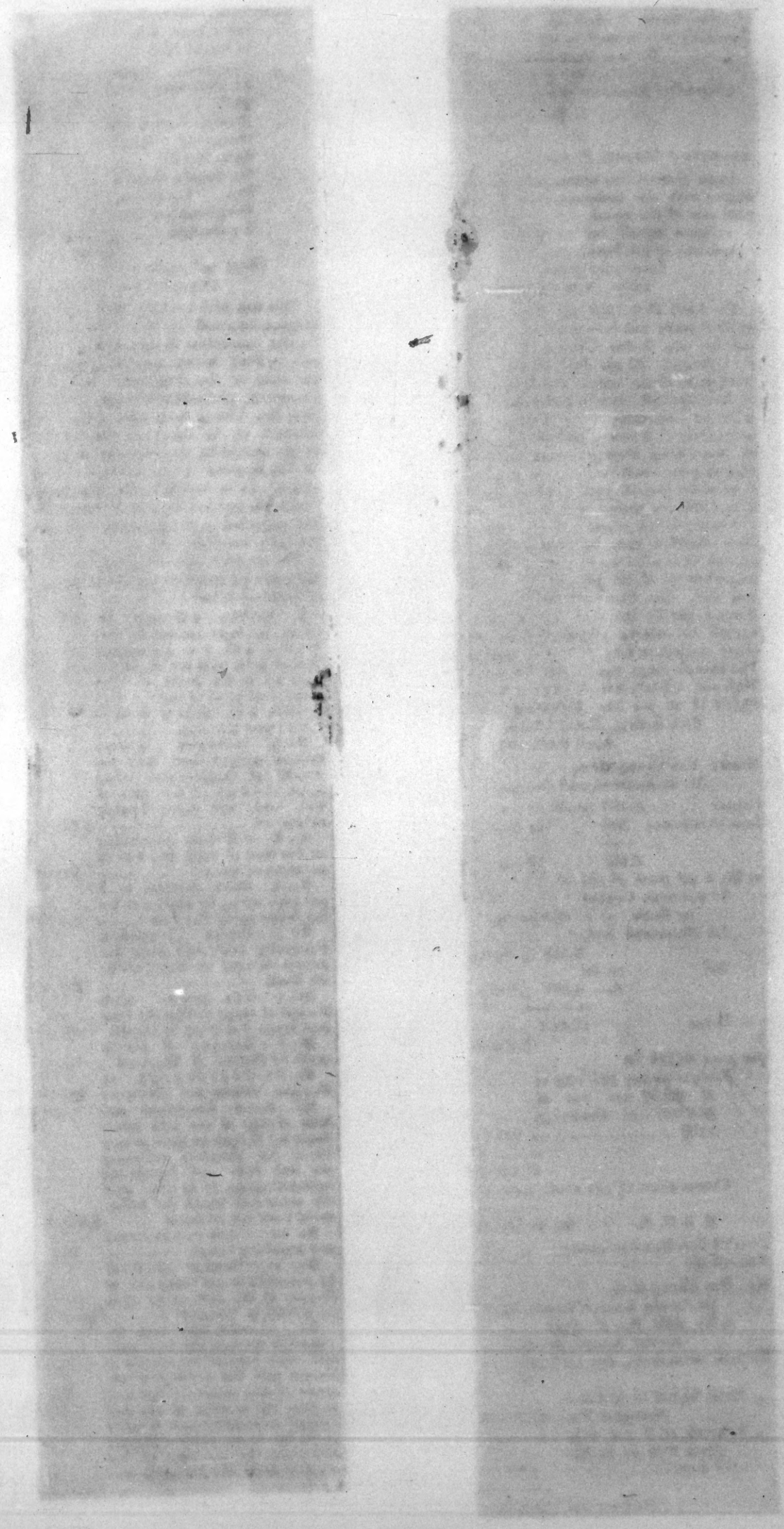
DEAR SIR,—We beg to advise having purchased for your account subject in all particulars to our contract with Mr. G. S. Friede of Port Arthur, copy of which is herewith attached, a quantity of old metal as follows:—About 10 000 poods brass at roubles 4.35 f.o.b. Port Arthur: about 3,900 poods copper at roubles 6 f.o.b. Port Arthur more or less, which according to our agreement with you, you are to receive and pay for as follows:—First Security. As evidence for the faithful performance of this contract, you are to deposit with us the sum of Tls. 5,000. This amount we are to hold as security of this contract, until all payments have been satisfactorily made by you and the entire purchase landed and delivered in Shanghai. As soon as the entire shipment has been delivered to you, then we are to return to you these taels 5,000. Second Payment. Further, according to agreement you are to open a credit with the Russo-Chinese Bank in our favour for the amount of the above purchase, so that we may receive payment upon presentation of our sixty days after sight draft on you with bill of lading attached in Port Arthur, said draft to be drawn in rubles and to be retired under contract settled by us for you to-day at 112½ with the Russo-Chinese Bank. Third. Shipment. Your representative to proceed to Port Arthur at once to be present at weighing of the cargo as per our contract with Mr. Friede.

Fourth.—Freight, Insurance, Duties, as well as any and all charges incurred after cargo is on board steamer to be paid by us for your account, all amounts for these purposes to be paid us by you as required.

With the exception of rubles 500, which is one half the amount to be paid for military protection by the Russian Government, you are to have no further expense in the transaction except actual outlays which it will be necessary for us to make so as to deliver the cargo safely in Shanghai.

All such amounts to be for your account and to be charged you at actual cost. you to have the benefit of any saving we can make. All such payments to be made by us, which amounts you are to reimburse us with at the time of payment if requested.

Fifth. Commission. In consideration of the above you agree to pay us 2½ per cent commission on actual cost



of the cargo landed in Shanghai Thanking you to confirm the above,

We are, Dear Sir,
Very truly yours,
(Signed) Andrews & George.
J. H. Rayner,
Manager.

Andrews & George, Present.

Dear Sirs.—The above is in accordance with my understanding of my purchase of old metal through you and I obligate myself to carry out the agreement as set forth.

Very truly yours,
Chop. (Nee Chang Mow.)

On April 23rd 1902 the first cargo of 7500 poods was forwarded to Shanghai by the Russo Chinese Bank at Port Arthur. 90 per cent of the contract price of the copper and brass said to be contained therein had been paid prior to the shipment. The representatives of Andrews and George and of Nee Chang Mow protested against this shipment and declined to receive it as under the contract. About April 27th 1902, the second and final cargo was ready for shipment and Mr. Chang Mow testifies that he inspected and agreed to receive ten cars of it subject to a discount of 10 per cent for lead and dirt. Mr. Comstock and Mr. von Fisher testify that Mr. Chang Mow agreed to receive all of the second cargo subject to 10 per cent discount. The second cargo was shipped on April 30th and a draft was drawn for rubles 69,132.11 as per the following bill:

Port Arthur, North China,
April 30th, 1902.

Messrs. Nee Chang Mow,
Dr. to Andrews and George,

Copper	3,850 poods	10 lbs.
Less 10 per cent. Brass	385 „	as Brass
	3,465 „	10 lbs.

at Rs. 6 per pood 20,791 50.

10 per cent Copper as Brass	385 poods,	
1st Shipment Apl.	3,649 „	30 lbs
2nd „ on 30 Apl.	6,567 „	10 lbs
Brass	10,602 „	at Rs. 4,35

per pood 46,118 70.

Freight on say 221 tons at M. $3.00 per ton M. $663.00 at Exchange 125⅛	535.76
	67,445.96
Commission 2½ per cent.	1,686 15
E. & O. E. Rs.	69,132.11

Exhibit L.—Same as above.
Exhibit M.

Mr. Nee Chang Mow,
Dr. to the Russo-Chinese Bank,
B.B: Rbls. No. 31. Port Arthur Branch No. 582.
To your acceptance, due 14/7/1902,

	Tls.
„ Rbls. 69,132.11 at 111= Shanghai Tls.	62,281.18
„ Interest at 6 per cent from 30/4 to 25/8= 117 days	1.397.49
Balance due	63,678.6
„ paid Butterfield and Swire Boat Hire on Shells 20/5	63.16
„ „ American Consul for Protesting Draft $6 10	4.87
„ „ Russian Consul for Protesting Draft Rbls. 208 80	187.75
„ „ for Survey Report, Fire Insurance, Telegrams and Sundry charges	389 81
(Received payment) Shanghai Tls.	64,323 96

This was paid on Aug. 26th and both cargoes received by Nee Chang-mow In the meantime Friede had brought suit in Port Arthur for the unpaid 10 per cent of the first cargo, and Mr. Comstock, plaintiff's witness, testifies that Mr. Chang Mow agreed that the discount to be taken on the second cargo should be fixed by the decision of the Russian Court as to the first cargo. It is testified that the lower Court has decided against Friede, who has appealed, and the appeal has not yet been decided.

The plaintiff sues for damages under the contract and files the following bill of particulars:—

	Tls.
No. 1.—The difference between the false invoice to wit: Roubles 4.85 the defendants' alleged price paid for Brass per pood for 10,000 poods, as the actual cost price of same to wit: Rubles 4.25, making Rubles 1,000 equaling	945 00
No. 2. Difference between invoice weight and surveyed weight of Copper and Brass cargo, showing 15 per cent. of dirt, lead, and other foreign substances	8,974 66
No 3.—Difference in exchange on due date of draft and date of payment of same	398.63
No. 4.—Extra interest at 7 per cent. owing to draft not being taken up by due date	514 59
No 5.—Cables, Insurance, Protesting draft and other expenses charged by Russo-Chinese Bank	321.38
No. 6.—Two months' extra storage of cargo during the time said cargo was lying in dispute	233.20
No. 7.—Expenses of survey made by Samuel M Shorrock..	150.00
No. 8.—Overcharge on Freight, Petties and Insurance	293.73
No. 9.—A fraudulent and false charge of the said defendants for alleged bargain money which the plaintiffs believing the said false and fraudulent representations to be true, paid the same and which the defendants have not returned	3,000.00
No. 10.—Coolie hire at survey and watching Cargo	50.00
No. 11.—Damage sustained by plaintiffs in not being able to dispose of the said cargo upon its arrival in Shanghai	10,000.00
No. 12.—Amount lost by plaintiffs through the dirt, lead, and other foreign substances in Copper and Brass, which a customer of said plaintiffs declined to take on account of the said foreign substances and because of the fall in the price of Copper and Brass, at the time of this contract with said plaintiffs customer	1,500.00

No 13.—The difference between the stipulated agreement made by the defendants to wit: "Cargo to be delivered in bags in good shipping condition and marked so as to be plainly distinguished between copper and brass" and the actual condition in which the cargo was delivered to the plaintiffs, to wit: The cargo was packed indiscriminately the Brass and Copper put together instead of separately .. 2000 00

Tls. 28,881.14

The defendant admitted an over charge of Tls. 900 and deposited in Court $1,190.00 (Tls. 900 at 754) on Nov. 18 and $91.14 (Tls. 68.62 at 7481) on Nov. 19th. The other claims of the Bill of Particulars are combatted.

After patient hearing and consideration of the testimony and argument the Court agrees with the contention of plaintiff in specification No. 1 of the Bill of Particulars. It is admitted that a fraud was committed on plaintiff by defendant in that a false copy of the contract between Andrews and George and Friede was given to plaintiff on which he was charged and paid Rubles 1060 20 over and above the true price. He also paid 2½ per cent commission in the above overcharge equalling Rubles 26.50 He has also paid 7 per cent interest on this amount from April 30th 1902 to date (9 months) equalling Rubles 57.05, making a total under specification 1 of Rubles 1143 75 (Tls 1030.40). Under specification 8 it appears that the freight etc., (Ex. K) was Tls. 536 76. It appears charged under Ex. B. 2 as Rubles 967.13 which at 111 equals Tls. 871.29 or an overcharge of Tls. 335.53 with interest at 7 per cent from April 30th to date (Tls 1761) equal to Tls. 353.14.

Under specification IX it appears that Tls. 3 00 was deposited by plaintiff as bargain money under the contract with Friede. It was not so deposited by Andrews and George but Andrews and George put in a counterclaim of expenses incurred by order of Nee Chang Mow in defending the suit of Friede above referred to of which counterclaim Tls. 2062.29 was allowed by the agreed upon accountant making a balance due Nee Chang Mow of Tls. 937.11 and 7 per cent interest from April 30, 1902 (Tls. 49.23) totalling Tls. 986 94

Under the specification II it appears that plaintiff has paid to defendant Rubles 6691.03 at 111—Tls. 6 27.95 for which amount Friede is suing Andrews and George who are in that suit acting as agents for plaintiff.

While defendants hold this sum, it is in the nature of a guaranty and must stand without any award regarding it until the outcome of the suit of Friede v. Andrews and George is seen.

The Court therefore finds for plaintiff in the sum of Tls. 2370 48 with interest at 7 per cent. from January, 1st 1903. Judgment is withheld for an accounting of the sum of Tls. 6027. 95 until the suit of Friede v. Andrews and George at Port Arthur is decided. Court costs to be paid by defendants.

JOHN GOODNOW,
Consul-General Acting Judicially.

Assented to:
Robt. H. Hunt
Harry de Gray } Associates.

Mr. Holcomb said with regard to the note for Tls. 3,000 given by the plaintiff he would wish the Court not to allow the execution of the judgment until the Mixed Court had determined on the merits of the suit which he purposed bringing there.

His Honour disallowed the motion made by Mr. Holcomb.

Mr. Curtis then formally made the following motion:

Now comes the plaintiffs in the above entitled action, and move the Court to set aside the judgment of the Court and of the Assessors, and grant them a New Trial, on the grounds:

1st.—That the Court misdirected the assessors in matters of law arising during the course of trial.

2nd.—That the Court erred in decisions of questions of law arising during the course of the trial.

3rd.—That the judgment is contrary to the law.

4th.—That the judgment is contrary to the evidence.

Wherefore the plaintiffs pray that a day certain be set to hear argument in support of the above Motion for a New Trial.

His Honour said that he would consider the motion for a new trial, after the costs had been put up.

Mr. Holcomb called the attention of the Court to the fact that the brief presented by Counsel for the plaintiff in the above case had been made public by Mr Curtis without consent. During his long practice extending to over twenty years he had never had an occasion to call the attention of the Court to such an occurrence.

His Honour said that he did not care to hear Mr. Holcomb any further as he intended to deal with the matter as it was his duty to do, though a rather disagreeable duty. He wanted to call the attention of the plaintiff's attorney to the fact that matters in the brief filed in Court had been printed and widely circulated before the case had been decided. The brief in question was an improper one in many respects and on pages 61 and 62 of the pamphlet reference was made to the case of Ranger v. Comstock and commented on as if it had any bearing on the present case. Lengthy comments were also to be found in other pages of the pamphlets. Evidence given in other cases were introduced into the present case and commented upon, which was an absolutely improper thing to do. Though his experience on the bench here was short yet he had never read more intemperate language than was contained in this brief. It was needless for him to say that such intemperate language should not be used in Court. If he were to do his duty strictly he should certainly have punished the attorney for the plaintiff severely for contempt of Court. He must say that in this case both Dr. Lamme and Mr. Holcomb conducted themselves as gentlemen and had argued the case for their clients as respectable attornies should do. In the publication in question the brief of the defendant's attorney had also been inserted without the permission of the Court, which was absolutely improper.

The Court then rose.

Consular Bureau.
FEB 25 1903

CONSULAR BUREAU.

3rd. ASST. SECRETARY.
FEB 25 1903

No. 502.

Consulate-General of the United States,

Shanghai Jan. 20 1903. , 190 .

Mr. Goodnow,

To the Department of State. July 28/03

Subject:
Langford and Ward.

Abstract of Contents.

Enclosing photograph. Recommending home confinement of prisoners sentenced for over one year.

INDEX BUREAU
MAR 2 1903
FILED

No. 502.

Consulate-General of the United States,

Shanghai Jan. 20 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my 464 of July 5th reporting the conviction of J. Langford and H. Ward, I hand you herewith for your files a photograph of the two men. Langford is the colored man.

I would respectfully again recommend that all sentences of over one year should be served i n the United States if the pridoners are white men, or in the Phillipines if the prisoners are from those islands.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Consular Bureau.
FEB 25 1903

CONSULAR BUREAU.

3rd. ASST. SECRETARY.
FEB 25 1903

No. 503.

Consulate-General of the United States,

Shanghai Jan. 20 1903. , 190 .

Mr. Goodnow

To the Department of State.

File

Subject:

Nataloe Nalis.

Abstract of Contents.

Expression of thanks from the Viceroy, Governor, and Taotai for the sentenve of Nalis.

INDEX BUREAU
FEB 27 1903
FILED

No. 503.

Consulate-General of the United States,

Shanghai Jan. 20 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir: Referring to my #498 of Dec. 17th in which I reported the conviction of Nataloe Nalis (Filipino), I have to repor t that I have received a letter from the Taotai of Shanghd conveying the appreciation of the Viceroy, the Governor, and the Taotai " at the justice of the sentence against a foreigner who killed a Chinese".

I a m, Sir, your obedient servant,

bConsul General.

CONSULAR BUREAU.

3rd ASST. SECRETARY.
FEB 28 1903

No. 504

Consulate-General of the United States,
Shanghai Jan 26, 1903.

Consular Bureau
MAR 28 1903

Mr. Goodnow,

To the Department of State.

Subject: Death of Wm Rich

Ack
Mch 16/03
Dept
Acknowledged
Mch 19. 1903

Abstract of Contents.

Form 192 (duplicate) enclosed.

CONSULAR BUREAU
NOTED AND PUBLISHED.

INDEX BUREAU
MAR 19 1903
FILED

No. 584

Consulate-General of the United States,

Shanghai Jan. 26 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I enclose herewith ,in duplicate, report of
2/ the death of W. W. Rich, late Chief Engineer
Hankow-Canton Railway.

Mr. Rich was a Minnesata Captain of Volunteers during the Civil War. He was Chief Engineer of the "Soo" Railway during its construction; and was Chief Engineer of the Chinese Imperial Railways for five years immediately presceeding his last employment.

He was universally respected.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

(Form No. 192.)

Report of the Death of an American Citizen

CONSULAR BUREAU
NOTED AND PUBLISHED

Consular Service, U. S. A.

Shanghai Jan 13 1903

Name: Walter W Rich

Native or naturalized: native

Date of death: January 13 1903

Place of death: # 4 Kungping Road - Shanghai

Cause of death: Cerebral apoplexy

Disposition of remains: Sent to the U.S. on Str Doric sailing Jan 21/03

Local law as to disinterring remains in case it is desired to bring them home:

Disposition of effects: by Mrs Rich under will

Address of family: 311 High St. Middletown Ct.

Family notified: Yes

Accompanied by relatives: widow

This information, inventory, accounts, etc., recorded in Dep't ~~Miscellaneous~~ *Record Book, page* 329

Remarks: was Chief Engineer American - China Development Co.

John Goodnow

[SEAL.]

Consul-General of the United States.

(FORM NO. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No......*in despatch*

No......

....., *190*.....

CONSULAR BUREAU.

Consular Bureau.
MAR 13 1903

No. 45

Consulate-General of ~~the United States~~,

Shanghai, February 4th, 1903.

Mr. John Gordnow

To the Department of State.

Subject: Acknowledged March 18/03

Marriage

Abstract of Contents.

Transmitting Marriage certificate of A. R. Stifler and Jeanette G. Fitch.

INDEX BUREAU
MAR 18 1903
FILED

CONSULAR BUREAU.
NOTED

No. 45

Consulate-General of the United States,

Shanghai, February 4th, 1903

Honorable N. A. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honour to transmit herewith (in duplicate) Marriage Certificate of A. R. Keppler and Jeanette G. Fitch.

I am, Sir,

Your obedient servant.

John Goodnow

Consul General.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU. NOTED

Consular Office of the United States of America

SHANGHAI, CHINA February 4th 1903

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this fourth day of February A. D., 1903, at Lowrie Memorial Chapel in the city of Shanghai, China, Asher Raymond Stickler, aged 23 years, born in Easton, Pennsylvania and now residing in Ningpo, China, and Jeannette G. Fitch, aged 24 years born in Soochow, China, and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Rev. Robert F. Fitch, who is authorized by the laws of Ohio to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this fourth day of February, A. D. 1903, and of the Independence of the United States the 127th.

John Goodnow

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU
NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA February 4th 1904

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this fourth day of February A. D., 1904 at Lowrie Memorial Chapel in the city of Shanghai, China, Asher Raymond Kepler, aged 23 years, born in Easton Pennsylvania and now residing in Ningpo, China., and Jeanette G. Fitch, aged 21 years born in Soochow, China, and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Rev. Robert F. Fitch, who is authorized by the laws of Ohio. to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this fourth day of February, A. D. 1904, and of the Independence of the United States the 128th

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

3rd. ASST. SECRETARY.
MAR 13 1903

No. 504 bis

Consulate-General of the United States,

Shanghai Feb 10, 1903.

Mr. Rodgers

To the Department of State.

Subject: Situation in Kansu

I have the honor to transmit herewith in accordance with instruction No. 1903 from Mr. Rockhill's copy of despatch from Consul-General Bourne, dated Chengtu, January 19, 1903, relative to the situation in Kansu.

Abstract of Contents.

China-Inland Mission reports

Enclosed

INDEX BUREAU
MAR 21 1903
FILED

No. 504. Ms

Consulate-General of the United States,

Shanghai Feb. 10 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith, in duplicate, copy of a report made to the China Inland Mission on the state of affairs in Kansu Province, and kindly furnished to me by the Superintendent of the Mission. It rather adds to the perplexity of the situation as it is directly opposite to the reports from other sources. From Ha nkow we get alarming reports of Tung Fuh-shiang's strength. Those reports are generally believed in Shanghai. Personally I doubt whether Tung will be dangerous unless he gets aid from Peking.

I have sent a copy of this report to Mr. Conger.

I am, Sir, your obedient servant,

Wm Goodnow

Consul General.

Shanghai Feb. 10 1920.

W. H. B. Peirce,

I have just forwarded, in duplicate, copy
of a report made to the China Inland Mission on the
state of affairs in Kwang Si province, and kindly
furnished to me by the Superintendent of the
Mission. It refers more to the peripheral of the
province on the directly opposite to its capital
city Nanning. From Mr. Graves to Mr Stanley
Smith or Yung Pak-ching's strength. Those
districts are naturally inclined to Shanghai. Personally
I doubt whether Yung will be dangerous unless he
gets aid from Peking.

I have sent a copy of this report to Mr.

I am, Sir, Your obedient servant,

Wm. Lockhart

Copy.

Ts'incheo,

Dec. 18th 1902.

Dear Mr. Stevenson:-

Mr. Bland has already written you, I believe, regarding Tong fu-hsiang's activity. On receipt of a letter from Mr. Bland giving rather alarming news it was decided to send a man for ourselves to the district. My teacher offered to go; his name is Kong, the man Mr. Robinson brought to the coast in 1900. I believe his word is to be relied upon, though of course a good deal of his news is hearsay. I enclose herewith his report. At Mr. Andrew's direction copies have also been sent to Hankow (Mr. Jones) and Mr. Millett, Chungking.

A few days ago we had a relative of Ma Shan-un (mentioned in report) here. He asked us if we would write a letter to the Chinese Foreign Office in Peking and also to the Shen-Pao Shanghai and report the good offices of Mohammedans in Nindung Tong.

All Mr. Andrew did was to intimate that letters had already gone to the coast.

Everything is perfectly quiet here and no "Iao-ien". Mr. and Mrs. Andrew left us yesterday Dec.17th. We have had a time of blessing.

Yours Sincerely,

(signed) John B. Martin.

Copy.

Ta'Inshe,

Dec. 11th 1903.

Dear Mr. Stevenson:-

Mr. Diand has already written you. I believe, regarding Tung Tu-hsiang's activity. On receipt of a letter from Mr. Diand giving rather alarming news it was decided to send a man for ourselves to the district. My teacher offered to go; his name is Kung, the [illegible] Mr. Robinson brought to the coast in 1900. I believe his word is to be relied upon, though of course a good deal of his news is hearsay. I enclose herewith his report. As Mr. Andrew's direct ion copies have also been sent to Taokow (Mr. Jones) and Mr. Willett, Chungking.

A few days ago we had a relative of the Shan-tao (mentioned in report) here. He asked us if we would write a letter to the Chinese Foreign Office in Peking and also to the Shen-Pao Shanghai and report the good offices of Monsignor [illegible] in Hsiwang Tong.

All Mr. Andrew did was to intimate that letters had already gone to the coast.

Everything is perfectly quiet here and no "Ho-hsien". Mr. and Mrs. Andrew left us yesterday Dec. 11th. We have had a time of blessing.

Yours Sincerely,

(signed) John R. Mortin.

Report of visit to Tong fu-hsiang's camp. Nov. 1902.

0-0-0

Owing to disturbing rumours regarding Tong fu-hsiang's movements received from P'ing-liang and Feng-siang it was decided to send a man, if possible, to Ku-üen and find out all that he could.

The man who offered to go was a teacher, who under cover of selling pens and ink left Ts'incheo on Nov. 24th 1902, for Tsing Ning cheo, distant 3 1/2 days; from there he went 2 days journey to Ku-üen cheo which is quite a small city though important. He went in company with carts conveying grain to Tong fu-hsiang, the road being considered unsafe owing to disbanded soldiers.

At Ku-üen lives Teng T'i-t'ai who is said to have 7 or 8 liang tsi (A liang tsi is nominally 500 men) either in barracks hsing ing (行營) or at his call piao ing (標營). 70 lomg li brought him to Heh-Ch'eng-tsi, a small market town. Distant 5 li to the S. E. is the camp of Tong, surrounded on all sides by small camps.

Tong's camp was formerly a pu-tsai (堡寨) of the Ch'i (祁) family; this has been surrounded by a wall and contains Tong's house, 1500 soldiers and an arsenal for the manufacture of rifles. There are arms for more than 40 liang tsi and some of the troops carry smokeless powder cartridges.

It was not ascertained if ammunitions were manufactured there but they have a large quantity, more than 200 carts having come up during 1900 but none is being received now.

The day after our man arrived at Heh-cheng tsi, he proceeded at day break to the drill ground. In the morning are drilled the 500 foreign drilled troops and in the afternoon, the personal body guard. Tong appeared on the wall of the camp, a man of medium height, stout, a long white beard and wearing a yellow jacket, (perhaps Imperial yellow jacket but from distance could not be sure). He is 64 years of age.

On the drill ground in a chair was seated Tong's head man

Report of visit to Tong Fu-liang's camp. Nov. 1908.

O-O-O

Owing to disturbing rumors regarding Tong Fu-liang's movements received from Ping-iang and Tung-hsing it was decided to send a man, if possible, to Ku-ôen and find out all that he could.

The man who offered to go was a teacher, who under cover of selling pens and ink left Te'-ingkee on Nov. 26th 1908, for Tsing Ning chou, distant 3 1/2 days from there he went 2 days journey to Ku-ôen chou which is quite a small city though important. He went in company with carts conveying grain to Tong Fu-liang, the road being considered unsafe owing to disbanded soldiers.

At Ku-ôen lives Tong T'i-tai who is said to have 1 or 2 liang tai (A liang tai is nominally 500 men) either in barracks being ing ( ) or at his salt pits ing ( ). To long it brought him to Hsh-Ch'ung-tai, a small market town. Distant 5 li to the S. E. is the camp of Tong, surrounded on all sides by small camps.

Tong's camp was formerly a pu-tsai ( ) of the Ch'i ( ) Family; this has been surrounded by a wall and contains Tong's house, 1500 soldiers and an arsenal for the manufacture of rifles. There are arms for more than 40 liang tai and some of the troops carry smokeless powder cartridges.

It was not ascertained if ammunitions were manufactured there but they have a large quantity, more than 300 carts having come up during 1900 but none is being received now.

The day after our man arrived at Hsh-ching tai, he proceeded at day break to the drill ground. In the morning and drilling the 500 foreign drilled troops and in the afternoon the personal body guard. Tong appeared on the wall of the camp, a man of medium height, stout, a long white beard and wearing a yellow jacket. Ignorant Imperial yellow jackets! This distance could not be used. He is 54 years of age.

On the drill ground to a flag are posted Tong's trusted

Tuan lao-tsung (段老總).

Troops wear no settled uniform but mostly black sie-pu.

Our man recognized a friend who after drill took him round the various camps to look for a supposed relative. He left the next morning but at gate of Ku-üen found his friend awaiting him, he having deserted owing to the harsh treatment of Tong.

They travelled several days journey together and he gained the following information:-

In the 2nd or 3rd moon orders came to Teng T'i-tai from Peking to arrest Tong fu-hsing whereupon the former asked the latter to a feast intending to arrest him but Tong intimidated Teng by bringing a body guard. Tong gave Teng to understand he saw through his plan by saying "You need not have troubled thus far (i.e. to spread a feast) if you had written a letter I would have come".

Teng fearing trouble opened negotiations with the leader of the Mohammedans named Ma Shan un (馬善人), his wife being a Mohammedan. He also armed them for mutual protection.

After this Tong moved his camp from the E of Ku-üen to its present position 70 li N. W.

In the 8th or 9th moon raised a standard and enlisted troops. In a few days he completed 13 liang tsi. Teng T'i t'ai instructed the Mohammedans on not account to move lest Tong accused them of rebellion, and he in conjunction with the Mohammdan leader accused Tong before the Viceroy of enlisting troops.

The Viceroy sent the Liang-cheo Taotai named Peh (白) to Ku-üen to make enquirdes. This man formerly was Tong's Ing-u-chuh (營務處) therefore reported that Tong was doing nothing but that the Mohammedans were active. The Ping-liang Taotai also a friend, named Ch'ang (常) told the Viceroy that if Tong rose he, the Viceroy, might kill his family.

Tong's troops are paid 3.30 (if fighting 4.50) and two meals a day of poor food, but no wages have been paid for several months, so that men are deserting every day, and at the end

Tuan Ien-tsung ( ).

Troops wear no setting uniform but mostly black sleeves. Our men recognized a friend who after drill took his young the various camps to look for a supposed relative. He left the next morning but at gate of Ku-men found his friend awaiting him, he having deserted owing to the harsh treatment of Tung.

They travelled several days journey together and he gained the following information:-

In the 2nd ~~MXX~~ or 3rd moon orders came to Tang T'ai-tsai from Peking to arrest Tong Ta-peng whereupon the former asked the latter to a feast intending to arrest him but Tong gave Tang to understand he saw through his plan by saying "You need not have troubled thus Sir (i.e. to spread a feast) if you had written a letter I would have come".

Tang Tai-ping trouble opened negotiations with the leader of the Mohammedans named Ma Shan tu ( ) his wife being a Mohammedan. He also armed them for mutual protection. After this Tang moved his camp from the E of Ku-lan to its present position 10 li N. W.

In the 8th or 9th moon raised a standard and enlisted troops. In a few days he completed 15 liang tsi. Tang T'ai-tsai assisted the Mohammedan not account to move last Tong accused them of rebellion, and he in conjunct ion with the Mohammedan leader accused Tong before the Viceroy of enlisting troops. The Viceroy sent the Liang-mou Tai-tai named Pan ( ) to Ku-lan to make enquiries. This man formerly was Tong's Ing-u-chun ( ) therefore reported that Tong was doing nothing but that the Mohammedans were active. The Fung-tsiang Tai-tai was a friend of Tong's ( ) told the Viceroy that if Tong rose he, the Viceroy, might lose family.

Tong's troops are paid $.00 [illegible] and ten months a day of [illegible] have been paid for several months. [illegible] and at the end

of the 10th moon there were only 2500 men (i.e. 5 complete liang tsi) though spoken of as 13 liang tsi, they of course are incomplete.

Tong's Tsai Kuan (差官) are passing continually between Peking and the camp. On the 10th moon 21st day a message from Yunglu saying "Your rank is in my hands (由我) don't be in a hurry, if there is still any affair we shall use you." Previous to this message Tong had been very irritable but on receipt of this he brightened up.

He has mules and camels in abundance and more than 100 carts.

While Tong was living in Ping-hiang-fu previous to going to Ku-uen, the Taotai received the edict to execute him, which he, fearing Tong, shewed him, telling him to do as he liked. Upon this Tong moved to Kong-Tong-Shan close to Ping-liang afterwards retiring to Ku-uen.

There was never any plan for seizing Ts'incheo as was reported on the streets here.

Tuan Uang is in Fu-Ma-Fu (駙馬府), his son came to Heh-cheng-tsi this summer (1902) and offered Tong several thousand horse soldiers in the event of a descent on Peking.

The district around Heh-cheng-tsi is sparsely populated and the land poor. The people are following their callings as usual.

Travellers have perfect liberty to go and come.

Ts'incheo, Kansuh, Dec. 16 1902.

at the North Gate there were only 2500 men (i.e. 5 companies
line tail) strong instead of as [illegible] they of course
are incomplete.

Tong's Tsai Kuan ( ) are passing continually between
Peking and the camp. On the 30th Mou Hsiu Chi a messenger
from Tungliu says "Your rank is in my hands ( ) and
be in a hurry. If there is still any affair we might use your
Previous to this message long had been very irritable but on
receipt of this he brightened up.

He has moved and owns in abundance and more than 100 carts.

While Tong was living in Ping-an-yen previous to going to
Ku-lan, the Taotai received the edict to execute him, which
he, fearing Tong, showed him, telling him to be on be [illegible].
Upon this Tong moved to Kung-Kuan-Tsun close to Ping-an-yen
afterwards retiring to Ku-lan.

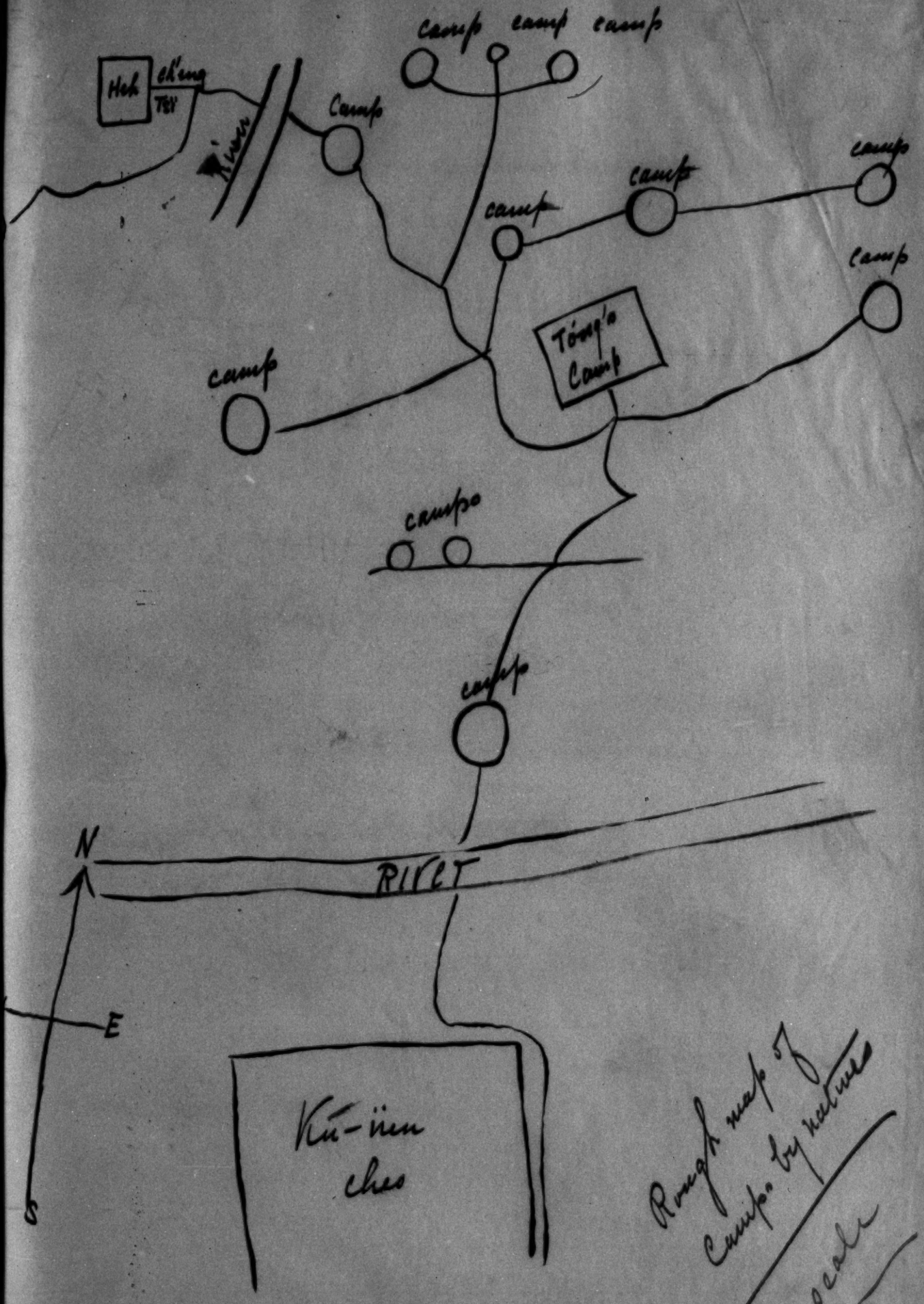
There was never any plan for making Taitsuno an [illegible]
on the Kirgis here.

Yuan Ching is in Pu-Ma-Po ( ), his son came to Yeh-chang-
tsy this summer (1902) and offered four several thousand
taels soldiers in the event of a vacancy on Pekin.

The district around Tai-ching-tsi is sparsely populated and
the land poor. The people are following their callings as
usual.

Travellers have perfect liberty to go and come.

Taiyuen, Kansuh, Dec. 1st 1902.



Rough map of Camp. by native

Not to scale

3rd. ASST. SECRETARY.
MAR 13 1903

No. 505

Consulate-General of the United States,

Shanghai Feb 11, 1903.

Mr. Goodnow

To the Department of State.

Subject:

Canton Consulate Gen.

Abstract of Contents.

Has written C.G. McWade as directed in yrs # 343

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No. 505.

Consulate-General of the United States,

Shanghai Feb. 11 1903 , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have received with much pleasure your 343 of Dec. 27th announcing that Consul McWade has been made Consul General at Canton; and instructing me to consult with him and make a report on what Consulates should be given to that Consulate General.

Consul General McWade went through here on his way to Canton; but was here on Chinese New Year Day. I had no information of the fact that he would be here at that time and was in the country for the day. I have written him and will report to you as soon as we can exchange opinions on the subject. If it seems best I will go to Canton to consult with him.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Hon. Mr. Pelletier,

I have received with much pleasure your 562
of Feb. with accompanying Minute of Council
Consul General at Canton and instructing me
to consult with him and make a report on what
Instructions should be given to that Consulate General.

Consul General McWade went through here on his
way to Canton, but was here on Chinese New Year
Day. I had no information of the last that he would
be here at that time and was in the country for the
day. I have written him and will report to you as
soon as we can exchange opinions on the subject. In
the mean time I will go to Canton to consult with

Yours truly,

John Lowdoun

Consul General.

Consular Bureau.
MAR 13 1903

CONSULAR BUREAU.

CONSULAR BUREAU.
NOTED.

No. 45

Consulate-General of the United States,

Shanghai, Feby. 15th, 1903

Mr. John Goodnow

To the Department of State.

Subject:

Also by forwarded mail 18/03

Marriage

Abstract of Contents.

Transmitting marriage certificate of Alvin Turner Parker and Susie Estella Williams.

INDEX BUREAU
MAR 19 1903
FILED

No. —

Consulate-General of the United States,

Shanghai, February 17th, 1903.

Honorable A. A. C. Price,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honour to enclose herewith a marriage certificate of Alvin Person Parker and Susie Estella Williams.

I have the honour to be,

Sir,

Your obedient servant

John Goodnow

Consul General.

Enclosure 1. as stated.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU. NO.

Consular Office of the United States of America

SHANGHAI, CHINA Feby. 12th 1903.

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this twelfth day of February A. D., 1903, at Chang Chen Nong Ladies Home in the city of Soochow, China, Alvin Curson Carter, aged 52 years, born in near Austin Texas and now residing in Shanghai, China, and Susie Estella Williams aged 33 years born near San Francisco, and now residing in Soochow, China, were United in Marriage before me, and in my presence, by O. L. Anderson D.D., who is authorized by the laws of Georgia assisted by Rev. H. B. Burke to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this twelfth day of February, A. D. 1903, and of the Independence of the United States the 126th.

John Goodnow
Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU.
NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA Feby. 12, 1903

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this twelfth day of February A. D., 1903, at Shang Shen Hong Ladies Home in the city of Soochow; China, Alvin Pierson Parker, aged 52 years, born ~~in~~ near Austin Texas and now residing in Shanghai; China, and Susie Estella Williams, aged 33 years born near San Francisco, and now residing in Soochow; China, were United in Marriage before me, and in my presence, by D. L. Anderson D.D. assisted by Rev. W.B. Burke, who is authorized by the laws of Georgia to perform such a ceremony.

In Witness Whereof *I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this* twelfth *day of* February, *A. D.* 1903, *and of the Independence of the United States the* 126th

John Goodnow

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

CONSULAR BUREAU.

3rd. Asst. Secretary. MAR 12 1903

No. 506.

Consulate-General of the United States,

Shanghai Feb 14, 1903.

Mr. Goodnow

To the Department of State.

Rec'd March 19 '03

Subject:

Chinese Decoration

To Senate & House Dec 9 '03

Abstract of Contents.

In this mail

File

The four boxes were forwarded to Mr. Goodnow, at his request of April 1, 1905, in the Shanghai pouch, [illegible]

DEPARTMENT OF STATE APR 27 12 43 PM 190 CHIEF CLERK'S OFFICE

INDEX BUREAU DEC 12 1903 FILED

No. 506.

Consulate-General of the United States,

Shanghai Feb. 14 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

As instructed in your #345 of Jan. 6th, I forward in this official bag the four boxes containing the decoration offered me by the Chinese Government, copy of which offer I sent you in my #462 of July 5th.

I wish to again repeat what I said in my #495 that I have told the Chinese that I can not accept it in any manner unless authorized so to do by the Department and Congress.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

Box in Co's safe

CHIEF CLERK,
MAR 14 1903
Department of State.

RECEIVED
MAR 10 '03
DEPT OF STATE

3rd. ASST. SECRETARY.
MAR 13 1903

No. 507

Consulate-General of the United States,

Shanghai, Feb. 14th, 1903.

Consular Bureau
MAR 24 1903

Mr. Goodnow

To the Department of State.

Ans by form
Mch 20/03

Subject:

re the Situation in China

Abstract of Contents.

INDEX BUREAU
MAR 26 1903
FILED

Dear Pierce

Secretary of State.
MAR 23 1903

I think Secretary should see this - If any that the statements contained in it are to a great extent true and the misfortune drawn highly plausible and likely.

W W R

16/3.'03

Read - W

Confidential.

No. 507

Consulate-General of the United States,

Shanghai, Feb. 14th, , 1903.

Honorable H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

At the beginning of the Chinese New Year it seems proper that I should make a report to you and to the United States Minister at Peking of the Political situation as seen from the view point of Shanghai. I will confine myself to statements of facts which are within my own knowledge or which are told me by well informed Chinese Officials and our missionaries.

In 1900, Central and South China were kept quiet (1) because the rulers and leading men in these Provinces were pro-foreign; (2) because the people were friendly, or not hostile, to us; (3) because the telegraphs and steam ship lines were controlled here and we thus controlled communication and knowledge. These being centralized away from Peking, the country could not be controlled in its entirety from either centre; (4) Foreigners were united by the pressure of common interest.

1- Viceroys Li Hung Chang and Liu Kun-yi are dead. Chang Chih-tung is at present without an appointment and expects to be called to Peking. Nieh, former Goverhor at Soochow, has been sent to Chekiang Province where he, being a Hunanese, has no following and is surrounded by officials who are strange to him if. Sheng Kung-pao himself said to me about the middle of January "They have taken advantage of my being in mourning to suppress me".

The above arethe men who made with us the Yangtse compact. Their successors are controllable from Peking.

2- At the present time, the people throughout this region are not so friendly as they formerly were to foreigners. This is largely caused by the high price of rice, the staple food, which is almost 50% higher than it was three years ago. The rice merchants, as if by concert, tell the consumers that rice is high because the foreigners are shipping it out of the country in large quantities. Much is made of the fact that permits have been issued during the last three months of 1902 to export from Shanghai alone over 250,000,000 pounds of rice. While rice is higher, wages have not risen proportionately except in the Treaty Ports. The price of cotton goods is higher. New taxes are being imposed "to meet the demands of the foreigners". All these extra burdens on the people are laid to the charge of the foreigners; although we are informed that in most places the new taxes are much more than is necessary to raise for the annual indemnity charges. The natural result is that the people are systematically made more hostile to us.

3- The Viceroy of Chih-li, Yuan Shi-kai, has been made head of the telegraphic administration and of the China Merhcants St eam Navigation Company. This centralizes the means of communication and knowledge of China in Peking. It has been ordered that the telegraphic company shall be taken over by the Government and no longer be controlled as a private enterprise. Should this be done its use might be denied other Governments at a possibly critical time.

4- Another disturbing cause, as we see it especially here, is the bitter and growing jealousy of the different nationalities of foreigners as against one another.

At the last birthday of the King of England I know that the German Consul General expected the British flag to be put up over Shanghai and made arrangements accordingly. One constantly fears that some rash act of local people may at any time complicate the situation of foreigners with one another.

All over the country there is trouble of more or less importance. It seems impossible for us to get true reports of these. I am sending you to day a report from the China Inland Mission, usually very reliable, that the forces of General Tung in Kansu are oozing away. Other missionaries in Kansu write that Tung's forces are increasing and that it is openly known that they are paid from Peking; and such men as Dr. Hoag write from Hankow that not one half of the gravity of the situation has been told by any one. In Kwang-si Province we are told on the one hand that the rebels are only restrained from taking a seaport by the fear that the foreigners may intervene as they did when the Taipings attacked Shanghai. On the other hand we hear that there are only scattered guerilla bands left; while Mr. E. S. Little whose Chinese agent recently travelled through that province says that the rebels were always "in the next town". In all this we are only certain that there is a general spirit of unrest which the native officials seem unable to control.

I had a long talk with Sheng Kung-pao a few days ago. He is one of the ablest men in China to-day; yet it must be remembered that the control of the Telegraph Company, and the China Merchants Steam Navigation Co. has been taken from him; that his personal fortune has been attacked; and that he is consequently bitter. He said that he is inclined to think that there is a concerted plan to

punish or retire all the officials who were pro-foreign in 1900, and to fill their places with those who will be obedient under all circumstances to orders from Peking. He thinks that Tung Fuh-siang is controlled from Peking. He thinks that it is a part of the same plan that the control of the telegraphs and of the steam ship company has been taken to Peking. I asked him what the dynasty has to gain by further trouble. He replied that those in power at present seem unable to look beyond to-day or to have anything nearer their hearts than immediate personal advantage. He believes that the Leaders in Peking still think that within a few years, by unifying their power and by importing and manufacturing more war material, they will be able to dictate to the allied Powers who, they hope, can never again be united against China.

I do not wish to be considered a prophet of evil; but it seems to me that these facts and this talk with Sheng should be sent you and to the Minister for your confidential information.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

CONSULAR BUREAU

3rd. ASST. SECRETARY.
MAR 24 1903

No. 508.

CONSULAR BUREAU
RECD.
MAR 23 '03

Consulate-General of the United States,

Shanghai Feb 17, 1903.

Sir. Goodnow

To the Department of State.

Ans. March 27/03

Subject:

citizenship

Abstract of Contents.

Dors marriage with a Chinese girl
citizenship ✓ wife a Chinese ✓ to children
born before marriage —

INDEX BUREAU
MAR 30 1903
FILED

No. 508.

Consulate-General of the United States,

Shanghai Feb. 17 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I would respectfully ask if marriage with an American citizen gives rights of American citizenship to

1- the wife, a Chinese;

2- children born before marriage.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

PASSPORT BUR.
MAR 25 1903
DEPT. OF STATE.

First, as to the wife. The law on this subject (section 1994 Revised Statutes of the United States) says: "Any woman who is now or who may hereafter be married to a citizen of the United States and who might herself be lawfully naturalized shall be deemed a citizen." The naturalization of a Chinese person, man or woman, was always unlawful and was specially forbidden by the act of March 6, 1882. It follows that a Chinese woman does not acquire the citizenship of her husband if she marries an American.

Second, as to the children. The question relates to children born before marriage. If it related to children born after marriage they would, of course, take the citizenship of their father under the provisions of Section 1993 of the Rev. Stats. U.S., which says: "All children heretofore born or hereafter born out of the limits and jurisdiction of the United States, whose fathers were or may be at the time of their birth citizens thereof, are declared to be citizens of the United States." But the rule with reference to illegitimate children is that they take the status of the mother, and if the mother can not become a citizen of the United States by marriage, her minor children can not acquire a step-father's citizenship. If she marries the father of the children, the case is different, - They become legitimized by the marriage and are entitled to the rights of legitimate children among which would be the benefits of section 1993 R.S. cited above. (See Foreign Relations 1901, p. 501.)

PASSPORT SECT.
MAR 25 1903
DEPT. OF STATE.

First, as to the wife. The law on this subject (section 1994 Revised Statutes of the United States) says: "Any woman who is now or who may hereafter be married to a citizen of the United States and who might herself be lawfully naturalized shall be deemed a citizen." The naturalization of a Chinese person, man or woman, was always unlawful and was especially forbidden by the act of March 6, 1882. It follows that a Chinese woman does not acquire the citizenship of her husband if she marries an American.

Second, as to the children. The question relates to children born before marriage. If it related to children born after marriage they would, of course, take the citizenship of their father under the provisions of Section 1993 of the Rev. Statts. U.S., which says: "All children heretofore born or hereafter born out of the limits and jurisdiction of the United States, whose fathers were or may be at the time of their birth citizens thereof, are declared to be citizens of the United States." But the rule with reference to illegitimate children is that they take the status of the mother, and if the mother can not become a citizen of the United States by marriage, her minor children can not acquire a step-father's citizenship. If she marries the father of the children, the case is different. They become legitimized by the marriage and are entitled to the rights of legitimate children among which would be the benefits of section 1993 R.S. cited above. (See Foreign Relations 1901, p. 501.)

CONSULAR BUREAU.

MAR 23 '03
DEPT OF STATE

3rd. ASST. SECRETARY.
MAR 24 1903

No. 509

Consular Bureau
MAR 25 1903

Consulate-General of the United States,

Shanghai Feb 19, 1903.

Hon. Goodnow

To the Department of State.

Ans by forwd Mch 25/03

Subject:

Re the Chinese Customs Revenue for 1902

Abstract of Contents.

INDEX BUREAU
MAY 26 1903
FILED

No. 509.

Consulate-General of the United States,

Shanghai Feb. 19 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith report on the income of China from the Customs during the year 1902.

I am, Sir , your obedient servant,

Consul General.

The Customs Revenue of China in 1902 was Tls 30,007,043. (U.S.Gold$18,904,437.09) as compared with the revenue in 1901 of Tls 25,537,574. U. S. G.$ 18,387,053.28). It will be noted that the Haikwan Tael was worth U. S. G.$0.72 in 1901 and U. S. G. $063 in 1902. Accordingly while the increase of revenue in 1902 was Tls4,469,469, it was only U. S. G. $517,383.81.

I enclose (Table A) the comparative revenue 1893-1902 inclusive. There are three points in this to which I would call your especial attention.

1-The increase in revenue in silver by the new tariff. The import duties in 1902, withiout op ium, was Tls 10,850,429. In 1901 it was Tls 6,528,763. The increase is Tls 4,321,666 or 65%.The tariff, therefore, was increased by the Protocol practically from 3% to 5%, in silver values.

2- The increase in income has been largely nullified by the fall of silver.If the increase was allowed in order to give China money enough to pay the Indemnity,the intention can not be fulfilled if the Indemnity is to be paid in gold unless the revenue is to be collected on a gold basis.

3- Transit dues increased from Tls917,132 in 1901 to Tls 1,553,779 in 1902, an increase of 69%. The demand for more money from the Provinces has led to an attempt to raise the Likin dues, which in its turn has led to more transit passes being taken out. There is no question but that the transit passes have regulated the likin and have made it impossible in most places to collect more than the amount which goods would pay under a transit pass.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

The Customs Revenue of China in 1902 was Tls 30,007,042. (U.S.Gold$18,904,437.09) as compared with the revenue in 1901 of Tls 25,837,574. U. S. G.$ 18,387,053.28). It will be noted that the Haikwan Tael was worth U. S. G.$0.72 in 1901 and U. S. G. $0,65 in 1902. Accordingly while the increase of revenue in 1902 was Tls4,169,469, it was only U. S. G. $817,383.81.

I enclose (Table A) the comparative revenue 1893-1902 inclusive. There are three points in this to which I would call your especial attention.

1-The increase in revenue by the new tariff. The import duties in 1902, without op tum, was Tls 10,850,429. In 1901 it was Tls 6,528,765. The increase is Tls 4,321,666 or 65%.The tariff, therefore, was increased by the Protocol practically from 5% to 5%, in silver values.

2- The increase in income has been largely nullified by the fall of silver.If the increase was allowed in order to give China money enough to pay the Indemnity,the intention can not be fulfilled if the Indemnity is to be paid in gold unless the revenue is to be collected on a gold basis.

3- Transit dues increased from Tls917,132 in 1901 to Tls 1,553,779 in 1902, an increase of 69%. The demand for more money from the Provinces has led to an attempt to raise the Likin dues, which in its turn has led to more transit passes being taken out. There is no question but that the transit passes have regulated the Likin and have made it impossible in most places to collect more than the amount which goods would pay under a transit pass.

I am, Sir, your obedient servant,

Consul General.

Customs Revenue, 1892 to 1902.

-Table A-

Year.	Import Duties.	Export Duties.	Coast Trade Duties	Tonnage Dues.	Transit Dues.	Opium Likin.	Total.
1892	6,722,756	8,315,289	1,123,111	381,587	479,304	5,667,007	22,689,054
1893	6,202,087	8,463,060	1,141,022	401,097	419,301	5,362,733	21,989,300
1894	6,546,299	8,820,012	1,203,458	479,635	423,899	5,050,308	22,523,605
1895	6,039,582	9,025,557	1,216,361	478,817	520,927	4,104,145	21,385,389
1896	7,669,640	8,455,528	1,306,346	611,026	617,067	3,919,759	22,579,366
1897	7,575,219	8,427,011	1,522,036	579,860	690,871	3,947,607	22,742,104
1898	7,223,642	8,468,892	1,497,082	612,861	717,738	3,983,182	22,503,897
1899	8,437,471	10,235,968	1,763,757	640,191	836,880	4,748,243	26,661,460
1900	7,249,443	8,624,774	1,638,427	724,860	675,059	3,961,423	22,873,986
1901	8,056,700	9,122,270	2,161,380	809,561	913,132	3,970,531	24,033,574
1902	12,941,086	8,955,131	1,536,332	920,910	1,553,779	4,100,803	30,007,043

No. 510

ASSISTANT SECRETARY,
APR 22 1903
BUREAU
APR 13 1903

Consulate-General of the United States,

Shanghai Feb 20, 1903.

Mr. Goodnow

To the Department of State.

Ans April 22/1903.

Subject:

Depts re 347

Abstract of Contents.

Answering Mr Edes complaint.

INDEX BUREAU
APR 25 1903
FILED

No. 510.

Consulate-General of the United States,

Shanghai Feb. 20 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Replying to your #342 conveying to me the complaint of C. M. Ede Esq., Agent Union Insurance Co. of Canton, regarding the registration and loss of the Str. Kiangsi, I have to make the following statement for myself and to enclose the statement of Mr. White, ~~and Captain Seymour~~.

In August 1900, Captain Joseph Seymour called on me and asked me what was necessary to put a ship bought by him under the American flag. I read him Paragraphs 341-349 of the Consular Regulations; and told him that I would require the Chinese seller to come with him and to make statement that the sale was bona fide. Capt. Seymour is an American; a pilot; wealthy;and constantly buying and selling property of different kinds. He asked me if I could draw the papers for the transfer. I answered that the extra work on me on account of the Boxer troubles gave me no time for outside work. A day or so later, Capt. Seymour and the Chinese seller came to me and made affidavit (verbally) that the sale was bona fide and I told them that I would permit the transfer. They asked me then if I would draw the papers. I replied that I was too busy;that any lawyer conversant with U. S. law could do it. I

did not refer them to Mr. White or to any other person. A day or so later, Capt. Seymour and the Chinese seller brought me the necessary papers; signed them in my presence; paid and received the money mentioned in the bill of sale. I saw no reason to doubt the genuineness of the transaction and sent the documents to be recorded and later signed them and certified to them as provided by the Regulations. I neither asked nor knew who drew up the papers. Capt. Seymour asked about signing on the men. I found that none of them were Americans, or American seamen under any meaning of the word. I told him that in my opinion it was not necessary to sign them as it would be if the vessel were registered in the United States. He asked if I could let Mr. White witness the signatures. I told him that he might make arrangement with Mr. White to witness the signatures but that as it would be a private (not official) matter I would prefer that the witnessing be not done at the Consulate. (See Par 182 C.R.)

I did not hear of the vessel again until some time in July 1902. Then Mr. White came into my office and told me that the Str. Kiangsi had sunk and that the Captain desired an inquiry into his conduct as he would lose his certificate if not exonerated by a formal inquiry. I found that the wreck occurred outside my Consular jurisdiction (near Swatow); that no application had been made by the owner or any one else concerned; that the Captain was a Swede and we would have no jurisdiction over him. On these grounds I told Mr. White to tell the Captain to apply to the Consul General for Sweden and Norway. I saw the Consul General and explained the circumstances

(Doc. No. 15 C.R.)

and our law on the subject to him. He held an inquiry, exonerated the Captain, and now tells me that certainly the Captain has no complaint in the matter.

On the next day after the Cap tain was at the Consulate, Mr. White came to me and said that a young man had come from an Insurance Co. to ask about our reasons for not holding an inquiry on the Captain's conduct. I told Mr. White to explain it and to say that no request had come from owner or any one interested in the Kiangsi for an inquiry.

I heard nothing more in the matter until the Secretary of the American Association wrote me that Mr. Ede had made a complaint in the matter. I advised them that he should either make it to me or send it to the Department of State. Members of the Committee tell me that it was ordered sent to you without comment.

I was not absent from my office when Capt. Brissander called. I was constantly in my office during business hours during the summer of 1902 until I was taken sick and went to Japan from August 9 to Sept.3rd(my despatchSept.10).

I notified you of the transfer of the Kiangsi by my #298 of Aug. 17th 1900.

No request was made of me by the owner of the Kia ngsi for an inquiry into the loss of the vessel. I never heard of any Chinese as connected with the vessel after the sale. No request was made of me by Mr. Ede or any Insurance Co. for an inqdiry into the loss of the vessel. The only request made here was to investigatethe conduct of the Captain for the sake of safeguarding his Swedish certificate.

I beg you to note that the Chinese seller does

not say that the payment of the fee for drawing up transfer papers was necessary to get the vessel transferred; but says that the arrangement was made with Mr. White after I had agreed to allow the transfer.Please note Mr. White's statement that the arrangement was made with him after they had tried to find some one to do it cheaper.

Mr. Ede says'the fees for this privilege (of registration under the American flag) were $200. and Tls 500'. He has no basis for this under the enclosures he sends you.His motive I will take up later.

Had Mr. White the right to charge a fee for drawing up papers which it was no part of his official duty to draw? I can only answer this in the affirmative. If I draw a legal paper, I charge a good price, at least as much as any lawyer would charge for like services.The client , as in this case, can go to any lawyer and is not obliged to have the work done in the Consulate. The practice prevails generally. Mr. Scidmore, in Yokohama, is a practicing attorney. Lawyers familiar with American law have been scarce here until the last two years and often I have spent my evenings drawing papers for clients. Every U. S. Consul in the East has drawn papers and has charged for them. I am charged, according to the American papers, with extortion.Ican not be justly so charged under the fact that Mr. White drew a paper, in his private capacity, which could have been drawn elsewhere, and the price of which was fixed after an attempt to get some one to draw it cheaper.

Did I neglect my duty by not making an investigation into the cause of the wreck of the Kiangsi?

I think not. Under this, I beg to call your attention to your #172 of Dec. 14 1899, re the steamer Mei-an belonging to the Standard Oil Co, in which you say "foreign built vessels owned by citizens of the United States are not, within the meaning of Section 4131 R. S. , American vessels, and are not required to have American citizens as masters. Such vessels receive American protection merely because they are the property of U. S. citizens".

If I have jurisdiction over the Captain and members o f the crew of such a vessel (they not being Americans), then I have jurisdiction to investigate the conduct of the butler in case an American house burns or is burglarized. Should the owner of the house or the ship ask an investigation the n I should take action. In this cas e, Capt. Seymour has never asked any investigation. Should the Insurance Co. or any one financially interested ask investigation as against the house, ship, or American ow ner, then I should take cognizance of it. In this case, neither the Insurance Co. or any one financially interested has asked investigation from me. It is incredib le to think that a manager of an Ins urance Co. bases his claim that he has asked investigation of a Tls50,000 loss on the statement that he has ordered a clerk to verbally ascertain why no inquiry could be held. No charge of negligence of duty on my part can stand on such testimony.

I ask you to note the animus running through Mr. Ede's letters. I would call your attention to the fact that Mr. Ede is a member of the Municipal Council of Shanghai. At the time in the summer of 1902 when the Municipal Council of Shanghai differed from the unanimous Consular Body as to the jurisdiction of

the Chinese Courts in Shanghai, Mr. J. S. Fearon, the British subject who represents the United States on the Bankers Indemnity Commission, told me that unless I would agree to do, in Municipal matters, what the Council told me to do the business interests allied with the Council would endeavor to drive me out of Shanghai. I answered that I would try to protect American interests and that the Council could not dictate to me. Immediately thereafter the Secretary of the Council detailed a detective to act in conjunction with my predecessor, the American lawyer consulted by Mr. Ede, to try to find something to smirch any member of the Consular staff of this office. Mr. Fearon and the American member of the Council were members of the Am. Association Com. and got instructions to the Sec. to send Mr. Ede's complaint to you without any comment. At the annual meeting of the American Association, Mr. Fearon, and Mr. DeGray, of the China and Japan Trading Co and the American member of the Municipal Council, and Mr. Tucker, Agent of the N. Y. Life Ins.Co. were defeated for election as members of that Executive Committee after a canvass on their parts, they claiming to be hostile to this Consulate. They received 8,10, and 12 votes respectively out of a membership of over 50. That shows the feelings of the Americans here.

Captain Seymour is still away from the City. I will send his statement as soon as he returns.

I enclose Mr. White's statement.

-

Mex. $90. was paid for extending protest, the official fee for which was noted in my accounts of July 1902, and for making several (at least 4) extra copies, as requested by the Captain.

By arrangement Mr. White received $2. each, one time, for witnessing the signatures of the crew.

I received $2. for one seal, (see my unofficial fees). Mr. Derby received $3. for copying the bill of sale into the record books.

While I am answering this, I desire to clear up some statements which I see have been made in the home papers as coming from Shanghai.

I am not a drunkard.

I have not been expelled from the "gentlemen's club".

I am not ostracized by the Americans and officials here. I invited 93 people to a dinner for Washington's Birthday this year. 8 regretted as being out of town. The American member of the Council and his wife asked to be excused. 83 have accepted, including all the Consular Body, all the Treaty Commissioners, all the Chinese officials of sufficient rank, the Customs officials of sufficient rank, and the Executive Committee of the American Association, and the heads of American wholesale houses not represented on that Committee.

If there are any other charges against me, I am anxious to meet and refute them. I have stood a lot from 4 or 5 men since I have been here. They have indulged in gossip and slander. I am glad to see them come out in the open in this Kiangsi matter. And yet you will note that they do not give the name of the "American lawyer" consulted (Mr. T. R. Jernigan).

I am, Sir, your obedient servant,

John Goodnow

Consul General.

Dear Mr. Goodnow;-

In 1900, Capt. Seymour and a Chinese came to me in my office and asked me to draw up papers transferring the steamer Kiangsi from the Chinese to Capt Seymour, saying that you had agreed to allow the transfer. I told them that I would draw the papers for Tls500. They thought that too much. I told them that I would not do the wotk for less and adv ised them to go get a lawyer . They left, but returned the next day and offered me $4oo. I refused to do the work for that money and asked thmm why they had not retained a lawyer to do it. After considerable dickering, they finally laughed and said that the lawyer they had seen wanted more than I did and said that they would give me the Tls 500. if I wo uld hurry the work. I did the work at ~~that~~ night and gave the papers ,properly drawn up, to Capt. Seymour, ~~the next morning.~~ I never said that I would not get all of the price. As a matter of fact I did get all the fee and speht it myself . I did not tell Mr. Goodnow that I had drawn the papers, nor did he ask me. After the papers were recorded Capt. Seymour asked me to witness the signing of the sailors (crew). After asking the Consul General I agreed to witness the signing of the crew the next day at the ship for $2. each. This also was my private arrangement and I received these amounts. I only witnessed the signing of the crew once as the Kiangsi left Shanghai at once and never returned here to my knowledge.

In July 1902 the Capt. of the Kiangsi came into my office and said that the Kiangsi had been wrecked near Swatow and asked if we would hold an investigation of his conduct as he would lose his certificate unless

returned the next day and offered me $100.

freed from blame by a formal inquiry. I took the matter to Mr. Goodnow, who was in his office, who decided that we had no jurisdiction unless asked by the owner or some one bringing compla int against the owner or vessel; and advised the Capt. to go to the swedish Consul General to clear himself personally. I repeated this to the Cap tain. He said he was satisfied to do that and left the office. The next day a boy, appparently 16 to 18 yeqrs old, came in and asked me why we would not make an enquiry as the Captain Brissander has asked. I explained it to him as I had to the Captain. He did not tell me what Insurance Co. he represented nor did he ask me to tell the Consul General that his Co. wanted an investigation.

I never heard anything more about the matter untul Mr. Goodnow told me that a complaint had been made and showed me a letter from the Sec. of the Am. Association to him and his repl$. Then I told him as I have written above.

I collected the official fee for extending the protest at the time of the loss of the ship and made at least four copies extra for which I charged the regular copying fee per 100 words. I charged $2. each for witnessing the shipment of about 20 of the crew. There was also $2. for a seal by the Consul General; and the copying fee for recording the sale papers. There were no other fees. These totalled $101.74. The ship sailed from here directly after she was transferred to Capt. Seymour and no other business was done for her here nor fees charged than I have stated above.

The above statements are true.

A H White

CONSULAR BUREAU.

Consular Bureau.
MAR 25 1903

3rd. ASST. SECRETARY
MAR 24 1903

No. 511.

Consulate-General of the United States,
Shanghai Feb 21, 1903.

Mr. Goodnow

To the Department of State.

Chauffeur &
Auditor wife
March 26, 03

Subject:

Leave of absence

Abstract of Contents.

INDEX BUREAU
FILED

No. 511.

Consulate-General of the United States,

Shanghai Feb. 21 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I would respec tfully ask leave of absence with permission to visit the United States; permission to be effective as soon as the work of the Treaty Revision is finished, unless pressure of other business at that time prevents.

I went from here in Dec. 1900, and returned here the following March. I went to Japan August 9 1902 and returned here Sept 3rd.

My eyes are troubling me and there are no oculists here.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

I would respectfully ask leave of absence
with permission to visit the United States; permission
to be effective as soon as the work of the Treaty
Revision is finished, unless presence of other
business at that time prevents.

I went from here in Dec. 1899, and returned from
the following March. I went to Japan direct & have
not returned here since 3rd.

My eyes are troubling me and there are no
oculists here.

I am, Sir, your obedient servant,

Tyler Henderson
Consul General.

CONSULAR BUREAU.

2nd ASST. SECRETARY.
MAR 31 1903

Consular Bureau
MAR 31 1903

No. #

Consulate-General of the United States,

Shanghai Feb. 26 1903. , 190

CONSULAR BUREAU.
NOTED.

Mr. Goodnow,

To the Department of State.

Ans by form 4/03

Subject:

Death of R. H. Moorehead.

Abstract of Contents.

Report enclosed in duplicate.

INDEX BUREAU
APR 6 1903
FILED

No. #

Consulate-General of the United States,

Shanghai Feb. 26 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith, in duplicate, report of the death of R. H. Moorehead.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

(Form No. 192.)

Report of the Death of an American Citizen

CONSULAR BUREAU. NOTED

Consular Service, U. S. A.

Shanghai Feb. 26 1903. 190

Name: Robert Hamilton Moorehead.

Native or naturalized: native.

Date of death: Feb. 17 1903.

Place of death: General Hospital, Shanghai.

Cause of death: surgical shock.

Disposition of remains: buried in Bubbling Well cemetery.

Local law as to disinterring remains in case it is desired to bring them home: can be done.

Disposition of effects: His Father, at Foochow, is his sole heir; and will ask for the appointment of an Administrator who will take charge of all effects.

Address of family: Foochow, China.

Family notified: yes.

Accompanied by relatives: yes.

This information, inventory, accounts, etc., recorded in Department *Miscellaneous Record Book, page* 365.

Remarks:

John Goodnow

[SEAL.] *Consul-General of the United States.*

(Form No. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No......*in despatch*

No......

....., *190*.....

Duplicate

(FORM No. 192.)

Report of the Death of an American Citizen

CONSULAR BUREAU. NOTED.

Consular Service, U. S. A.

Shanghai, FeBruary 26th 1903.

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Date of death: February 17th 1903.

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Local law as to disinterring remains in case it is desired to bring them home:

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Disposition of effects: His Father, at Foochow, is his sole heir; and will ask for the appointment of an Administrator who will take charge of all effects.

Address of family: Foochow, China.

Family notified: Yes.

Accompanied by relatives: yes.

This information, inventory, accounts, etc., recorded in Department ~~Miscellaneous~~ *Record Book, page* 365.

Remarks:

John Goodnow

[SEAL.] *Consul-General of the United States.*

(FORM NO. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No......*in despatch*

No......

....., *190*.....

CONSULAR BUREAU.

REC'D MAR 27 '03 DEPT OF STATE

Consular Bureau MAR 31 1903

3rd. ASST. SECRETARY. MAR 31 1903

No. 512.

Consulate-General of the United States,

Shanghai Feb. 27 1903. , 190 .

Mr. Goodnow,

To the Department of State.

Subject:

Continuing #510.

Abstract of Contents.

Enclosing Capt. Seymour's statement,

Enclosing account of Washington's Birthday celebration.

INDEX BUREAU APR 25 1903 FILED

No. 512.

Consulate-General of the United States,

Shanghai Feb. 27 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Continuing my #510, I hand you herewith
1/ statement of Capt. Seymour, owner of the "Kiangsi".

If the various statements are not clear to you, I will thank you to inform me in what respect, if any, they are not understood or clear and I will endeavor to make them clear by further statement.

In fur ther continuation of my #510, I hand
1/ you herewith accounts of the celebration of Washington's Birthday at this Consulate-General.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Hon. John Goodnow,

U. S. Consul General,

Shanghai.

Dear Sir.

I am the registered pwner of the Kiangsi. I have read the statements in connection with Mr. Ede's complaint against you about that steamer. I wish to be clearly understood that I have no complaint about that steamer. I wish to tell you every thing that happened about that steamer fromthe time I got her.

I came to you in the summer of 1900 and asked you what was necessary to put a vessel under the American flag, if I bought her, and what it would cost. You told me that a b ill of sale must be made in a certain form and recorded in the Consulate and that the fees were light but that the seller must come to you and sign the bill of sale and say that it was a true sale. I asked you if you could draw the papers for me but you said that you were too busy. You said that any lawyer that knew his business could draw them. Tam(the seller) and I saw Mr. White, with whom I had had other business, and asked him if he would draw the papers. He sadd that he would for 500 taels. We offered him less but he stuck out for that or nothing and told us to go to a lawyer if we did not want to pay his price. We found that a lawyer would charge us the same price as Mr. White and I preferred to have Mr. White do the work. We, accordingly told Mr. White we

would pay him the 500 taels. He drew the papers and we took them to you and signed them and I paid the money for ship in your presence. I wanted Mr. White to witness the signing of the men and made a bargain with him at $2. gold each. I paid the fees and this money for witnessing (about $100.). I paid Mr. White his money for drawing the papers which I did not consider as a part of the fees to the office as Mr. White said that was his own private business. The vessel was chartered and went North and was not back at Shanghai. She sunk last year. I did not see that any one was to blame and did not ask for an inquiry nor did I authorize any one else to ask for one. The Insurance money was paid without suit and I see no reason for complaint. I have always been treated well at the Consulate.

Oct. 26, 1903

J. Fitzmaurice

INDEX BUREAU
RECD.
MAR 31 '03
DEPT. OF STATE.

3rd. ASST. SECRETARY
APR 3 1903
APR 1903

CONSULAR BUREAU.

No. 513

Consulate-General of the United States,

Shanghai Mch. 2, 1903.

Mr. Goodnow

To the Department of State.

I Wood with enc. May 20/1903

Subject:

Collision USA & Summer and Norwegian Steamer Rapan

Abstract of Contents.

Ltr report & 10 enclosures

INDEX BUREAU
MAY 20 1903
FILED

No.

He

Si

No. 513

Consulate-General of the United States,

Shanghai, March 2nd, , 1903

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

On March 18th, 1902 the U. S. A. T. Sumner collided with the Norwegion Steamer Ragnar in the mouth of the Yangtse River. Captain and Quarter master Baker, commanding Sumner, reported the collision by wire to General C. F. Humphrey, A. Q. M. G., U. S. A., Manila. (Exhibit 1.)

On April 8th, the Acting-Consul General for Sweden and Norway proposed that I should decide the case sitting as a judge in Admiralty. (Exhibit 2) I had spoken to him in the matter in consequence of having received a telegram from Gen. A. R. Chaffee asking me to take in hand and protect the interests of the United States in the matter. (Ex. 3) On April 10th I wired Gen. Chaffee that the Norwegion Steamer seemed to have a case against the Sumner and that the Norwegian Consul-General was willing to leave it to me as an Admiralty Court provided I could take all the testimony and give a binding decision. On April 23rd I received from General Chaffee the following. (Ex. 4).

Shanghai, March 2nd,

H. M. D. Peirce,

On March 15th, 1902 the U. S. A. T. Sumner collided with the Norwegian Steamer Fagrar in the mouth of the Yangtze River. Captain Ten Quarter master Baker, commanding Sumner, reported the collision by wire to General G. F. Humphrey, A. G. M. G., U. S. A., Manila. (Exhibit 1.)

On April 6th, the Acting-Consul General for Sweden and Norway proposed that I should decide the case sitting as ~~Judge~~ Judge in Admiralty. (Exhibit 2) I had spoken to him in the matter in consequence of having received a telegram from Gen. A. R. Charles asking me to take in hand and protect the interests of the United States in the matter. (Ex. 3) On April 10th I wired Gen. Charles that the Norwegian Steamer seemed to have a case against the Sumner and that the Norwegian Consul-General was willing to leave it to me as an Admiralty Court provided I would take all the testimony and give a binding decision. On April 22nd I received from General Charles the following. (Ex. 4).

"Just returned from absence. Have seen yours 10th. Grant you full powers take testimony, render binding decision in case damages by Sumner to Norwegian ship."

The owners of the Norwegian ship were not satisfied unless there could be an appeal from my decision if either party desired it. This I wired to General Chaffee on May 5th and asked him if I could arrange an appeal; and to whom. On May 6th General Chaffee replied as follows:- "No appeal. If Norwegian dissatisfied with your decision, Norway must make subject Diplomatic matter de novo with Government Washington." This I communicated to the Norwegian Consul General who consented to General Chaffee's terms. (Ex. 5).

I appreciated fully at the time that no Consular Court, or individual, can render a binding decision against the United States. I supposed, however, from General Chaffee's positive telegrams in the matter that he had some special power or had some fund in the Phillipines from which any damages I might give could be paid.

Accordingly I had a hearing and asked the Quarter Master, Captain Baker, and the sailing Captain, Mr. Lynam, to bring such witnesses as they desired. They brought the written statement of Pilot Ahrens, extract from the log book, and Captain E. V. Lynam, Chief Engineer J. A. Boag, First Officer J. H. Dunbar, Fourth Officer John Gaines, second Engineer and Dr. F. A. Dale
J. E. Sheedy, all of whom I examined and whose signed testimony is enclosed herewith. (Ex. 6).

Their testimony may be summarized as follows:- The Sumner passed the Tungchow Lightship at 3:05 P. M., March 18th.

"Just returned from absence. Have seen yours 16th. Grant you full powers take testimony, render binding decision. Case damages by Gunner to Norwegian ship."

The owners of the Norwegian ship were not satisfied unless there could be an appeal from my decision if either party desired it. This I wired to General Charles on May 9th and asked him if I could arrange an appeal; and to whom. On May 6th General Charles replied as follows:- "No appeal. If Norwegian dissatisfied with your decision, Norway must make subject Diplomatic matter de novo with Government Washington." This I communicated to Norwegian Consul General who commented that Charles's terms, (Ex. 5).

I appreciated fully at the time what no Consular court, or individual, can render a binding decision against the United States. I suggested, however, from General Charles's positive telegrams in the matter that he had some special power or had some fund in the Philippines from which any damages I might give could be paid.

Accordingly I had a hearing and asked the Quarter Master, Captain Baker, and the sailing Captain, Mr. Lyman, to bring such witnesses as they desired. They brought the written statement of Pilot Ahrens, extract from the log book, and Captain R. V. Lyman, Chief Engineer J. A. Doag, First Officer J. H. Dunbar, Fourth Officer John Gaines, second Engineer J. E. Sheedy, all of whom I examined and whose sigred testimony is enclosed herewith. (Ex. 6).

and Dr. T. A. Dale

Their testimony may be summarized as follows:-

The Gunner passed the Dungkow lightship at 5:05 P. M., March 16th.

It had taken on a pilot about 2 o'clock, at which time they saw the Ragnar and the U. S. A. T. Relief ahead of them and going into the mouth of the Yangtse River. Heavy fog (the chief officer says a black fog) settled down about 3 o'clock, the Sumner then being in four to four and one quarter fathoms of water. The ship was going full speed ahead, with the tide, until after 3 o'clock. At 3:16 P. M. a "slow" bell was given; at 3:19 a ship's bell was heard ahead and a "stop" bell was given. At 3:20 "full speed astern" was ordered and about a minute later the Sumner struck the Ragnar on the starboard side. The Sumner's helmn had been put hard-a-port and the Sumner struck the Ragnar at an angle, about amidships. Without hailing the Ragnar the Sumner went ahead around the stern of the Ragnar and anchored at 4:05 P. M. in 4½ fathoms of water.

As the Ragnar was at anchor and was ringing her bell; and the Sumner was in motion going with considerable speed in a black fog, in the mouth of a River which is the approach to a considerable seaport, although it was known that other vessels were ahead of the Sumner in the fog, I decided that the Sumner was to blame for the collision; and asked the agents of the Ragnar for proof of the amount of repairs made.

The Norwegian Consul-General sent me their claim and the report of the Marine Surveyor. I went over the items carefully in connection with the Captain of the Sumner. The amount claimed was Tls. 16,278.25 for which the agents had drawn on the

It had taken on a pilot about 2 o'clock, at which time they saw the Wagner and the U. S. A. T. Relief ahead of them and going into the mouth of the Yangtze River. Heavy fog (the chief officer says a black fog) settled down about 3 o'clock, the Sumner then being in four to four and one quarter fathoms of water. The ship was going full speed Ahead with the tide until after 3 o'clock. At 3:16 P. M. a "slow" bell was given; at 3:19 a ship's bell was heard ahead and a "stop" bell was given. At 3:20 "full speed astern" was ordered and about a minute later the Sumner struck the Wagner on the starboard side. The Sumner's helm had been put hard-a-port and the Sumner struck the Wagner at an angle, about amidships, without hailing the Wagner the Sumner went ahead around the stern of the Wagner and anchored at 4:05 P. M. in 4½ fathoms of water.

As the Wagner was at anchor and was ringing her bell and the Sumner was in motion going with considerable speed in a black fog, in the mouth of a River which is the approach to a considerable seaport, although it was known that other vessels were ahead of the Sumner in the fog, I decided that the Sumner was to blame for the collision; and ordered the agents of the Wagner for proof of the amount of repairs made.

The Norwegian Consul-General sent me their claim and the report of the Marine Surveyor. I went over the items carefully in connection with the Captain of the Sumner. The amount claimed was Tls. 10,278.82 for which the agents had drawn on the

owners at Exchange of 2/5d. I allowed Tls 14,500, which at the rate above mentioned equalled £1752- 1-8. To this amount the Newwegian Consul General agreed.

On June 17th, I wired General Chaffee recommending paym4ent of the abeve amount. (Ex.VIII)

On June 23rd, I received from General Chaffee the following telegram; " Requested authority to pay account for damages to Ragnar per your finding. Following is reply 'Claim for damages Ragnar can only be adjusted by Congress. Courts and Executive Departments are without authority to award or pay damages . No award of arbitration is binding on the United States ; but Secretary has assumedthe 1752 one eight pounds to be correctly ascertained and requested Congress to appropriate and will doubtless be done early date'. No doubt account will be paid but time necessary for action by Congress." (Ex IX) I was much surprised ,after the positive authority given as above. However I notified the Norwegian Consul General who stated that the owners would claim interest on the sum allowed until the sanction of Congress would be obtained.

I heard nothing more of the matter until Feb. 3 23rd, 1903, when the Norwegian Consul General called and showed me the following telegram from his Government:- "Authorities Washington not received any documents Ragnar". Enquire and wire." I told him that I would at once report fully to you, which information he wired to the Norwegian Government.(Ex.X) I hand you herewith all the documents in the case for such action as to our Government shall seem just.

I am, Sir, Your obedient servant,

John Goodnow

(10 encs.) Consul General.

owners at Exchange of $/Rd. I allowed Kr 14,500,
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following is reply 'Claim for damages Wagner can
only be adjusted by Congress. Courts and Executive
Departments are without authority to award or pay
damages . No award of arbitration is binding on the
United States ; but Secretary has assumed the five
one eight pounds to be correctly ascertained and
requested Congress to appropriate and will doubtless
do done early date'. No doubt account will be paid
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Government:- "Authorities Washington not received
any documents Wagner . Enquire and wire." I told
him that I would at once report fully to you, asking
information be wired to the Norwegian Government.(Ex.X)
I hand you herewith all the documents in the case
for such action as to our Government shall seem just.

I am, Sir, Your obedient servant,

(10 encs.) Consul General.

INDEX BUREAU RECD MAR 31 1903 DEPT OF STATE

CONSULAR BUREAU.

3rd ASST. SECRETARY. APR 3 1903

No. 514.

Consulate-General of the United States,

Shanghai March 2 1903a. , 190 .

Mr. Goodnow,

Consular Bureau. APR 4 1903

To the Department of State.

Subject:

T. P. Crawford Estate.

File
Case has been
settled

Abstract of Contents.

Enclosing Legation Despatch and
My reply.

1281 Apr 27 for Legation
1230 Mar 7
1241 " 18

FILED JUN 18 1903

No. 514.

Consulate-General of the United States,

Shanghai, Mar. 2nd 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I enclose you herewith Despatch from U. S. Minister at Peking enclosing one from the U. S. Consul at Chefoo re the Estate of T. P. Crawford; and my reply thereto.

They explain themselves.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

(2 encs.)

814.

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I'm yo[illegible]

To this [illegible] a copy [illegible]

I am, Sir, [illegible]

Your obedient servant,

Enclosing Legation Des[illegible] and
reply).
(2 encs.)

Consul General.

Copy.

#1674 Legation of the United States of America

Peking, China.

John Goodnow, Esquire, Dec. 18th, 1902

United States Consul,General,

Shanghai, China.

Sir:

Despatch No. 522, of Dec. 16th, from Consul Fowler discloses an apparent conflict in the jurisdiction claimed by the Consular Courts of Shanghai and Chefoo.

As there is usually two sides to every question, I desire to hear fully your side before taking any action in the matter. To this end I enclose copy of Fowelr's despatch for your examination and reply.

I am, Sir,

Yours respectfully,

(signed) W. H. Conger.

C O P Y.

Enclosure No--- in Despatch No 1674

Mr. Fowler to Mr. Conger.

--- ---------- --

No. 522

Consulate of the United States,

Chefoo, Dec. 15th, 1902

Hon. E. H. Conger,

E. E. & M. P., U. S. A.

peking.

Sir:

Last summer Mr. Geo. P. Bostick, an American citizen residing in this Consular district, called and notified me of the death, in Georgia, in April, of the Rev. DR. T. P. Crawford, an American residing until the outbreak of the Boxer war, at Taian-fu. Mr. Bostick subsequently went to Shanghai at her request, to meet the widow, Mrs. Martha P. Crawford, on her return to China; she and her husband having resided for over forty years in this Consular district. Mrs. Crawford did not arrive when she expected and Mr. Bostick returned to Chefoo calling here again, he told me that by an error a copy of the Will of the late Dr. Crawford had been sent to the United States Consul General, Mr? John Goodnow, and that he was told by Mr. Goodnow that the Will would have to be probated on in his office, and that he would appoint the Administrator who must reside in Shanghai; this Mr. Bostick (who is the Administrator under the Will) was loathe to have done, and asked my opinion. I told Mr. Bostick that as Dr. Crawford had been a resident of this district for over forty yeqrs, had large landed interest and monées in this Consular District, his wife a resident, his Administrators residents, I could not see how Mr. Goodnow could take such a position, but said "Of course I cannot do anything until Mr. goodnow <u>actually</u> _ interferes. Mr. Bostick asked me if he could appeal to you. I said

COPY.

Enclosure No--- in Despatch No 1674

Mr. Bowler to Mr. Conger.

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Chefoo, Dec. 15th, 1902

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U. S. & M. P., U. S. A.

Peking.

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Last summer Mr. Geo. P. Beatlek, an American citizen residing in this Consular district, called and notified me of the death, in Georgia, in April, of the Rev. Dr. T. P. Crawford, an American residing until the outbreak of the Boxer war, at Taianfu. Mr. Beatlek subsequently went to Shanghai at her request, to meet the widow, Mrs. Martha P. Crawford, on her return to China; she and her husband having resided for over forty years in this Consular district. Mrs. Crawford did not arrive when she expected and Mr. Beatlek returned to Chefoo calling here again, he told me that by an error a copy of the Will of the late Dr. Crawford had been sent to the United States Consul General, Mr? John Goodnow, and that he was told by Mr. Goodnow that the Will would have to be probated on in his office, and that he would appoint the Administrator who must reside in Shanghai; this Mr. Beatlek (who is the Administrator under the Will) was loathe to have done, and asked my opinion. I told Mr. Beatlek that as Dr. Crawford had been a resident of this district for over forty years, had large landed interest and monies in this Consular District, his wife a resident, his Administrators resident, I could not see how Mr. Goodnow could take such a position, but said "Of course I cannot do anything until Mr. Goodnow actually interferes. Mr. Beatlek asked me if he could appeal to you. I said

"certainly". I saw your reply to him. In the meantime Mr. Bostick asked Mr. Goodnow to hand him the copy of the Will and all other papers that has been sent to him bearing on this matter.

In the latter part of Oct. Mrs. Crawford arrived in Shanghai, she took tiffin with Mr. Goodnow, who paid her considerable attention, but it does not appear that he informed her of his intentions, but he idi, so she informedme, ask the Bank or authorized the Bank to allow her to draw some of the money, but told the Bank not to recognize any one in this without his authority.

Having been previously notified by Mrs. Crawford of her intention to reach Chefoo by the last of October, I issued the usual notice forthe hearing of the Probate of this Will in the Shanghai Daily papers-- see N. C. Daily News and "Mercury" of Shanghai, Oct. 13th, 1902.

On the 6th of Novemeber Mrs. Crawford, accompanied by Mr. Geo. P. Bostick, appeared in my Court and duly filed the original Will, certificate of death, and many other papers all in proper legal form, and the Will being in accordance with law and no appearing to protest the same, it was duly admitted, and a Certificate to that effect issued.

In accordance with the terms of the Will, I ordered certain sums of money in Chefoo to be placed at the disposal of the widow, and issued the enclosed order to the Hongkong & Shanghai Bank, in which institution there is on deposit 25,000 Taels, more or less, one half which goes to the widow, the balance is to be divided between 20 or 25 heirs named or provided for under the Will, some of whom are residents of this District, some in South China, and the greater number in many Southern States; of these some eighteen have proved themselves to my satisfaction and in accordance with law

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to be entitled to their bequests under the Will, others, Mr. Bostick was informed, had sent their proofs to Mr. Goodnow, and Mr. Bostick informed me that he had written to Mr. Goodnow early in November to send the statements to me, but as yet I have not seen them, and until I do, of course cannot include them as heirs. These papers may perhaps, however, have been sent by Mr. Goodnow direct to Mr. Bostick, who is now in Taian-fu.

The Will provided for the appointment of Revs. Bostick and King, long and warm friends of the Crawfords, to be Administrators, but Mr. King could not accept, as he could not come to Chefoo, therefore, I exercising my right and acting in full harmony with the Will, duly appointed Mr. Bostick sole Administrator, and this was pleasing to Mrs. Crawford also. This appointment was duly advertised according to law, in the Shanghai papers, by Mr. Bostick. Mr. Bostick's duties are more in the nature of a son to his aged mother, he is to aid and to assist the old lady, to see that the heirs get one half of Dr. Crawford's money as soon as possible and to act as a guardian more or less over Mrs. Crawford's half; the real property, of which there is considerable in Chefoo, Shanghai, Taian-fu and in the United States (the last, of course, not being under my jurisdiction), she is to enjoy during her lifetime; on her death it goes to the same relatives who now come into one half of the cash. Therefore, Mr. Bostick, until the death of Mrs. Crawford, acts as a conservator of the real property only, all incomes from it being absolutely Mrs. Crawford's. The law on this subject will be found in R. S. 1710.

First: Dr. Crawford left a legal Trustee.

Third: To collect the debts due to the deceased in the country where he died, and to pay the debts due from the estate which he shall have contracted there (country).

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Dr. Crawford did leave by lawful testamentary disposition special directions other than the Consul), and the law of this Country permits the Administrator to act, for it is the law of the United States only.

You will observe that no where does the law confine the custody of the property to that found only in the district, in every case it distinctly says country. The Consul is to collect the debts due the estate in the Country. The Consul is to pay the debts the estate owes in said Country etc.

In structions have been sent out from the Department of the same tenor,-- see those of July 20, 1898 and August 3,1900; C. R. 1896, Art. XXIII, p 154 et seq.- covers the entire ground. See last line par. 388, and paragraphs 393-395 "payable in the country of his decease". Par. 398. "In collecting debts due the descendant, the Consular Officer may collect those due outside his Consular District, but he may not go beyond the limits of the Country" etc.

These quotations apply to all Consuls of the United States, and even without judicial authority, the Consul has power to collect debts due outside of his district, but in the same Country (see above), but under the Treaties with China, the Consul holds a Probate Court, this Court does not nor can it, limit the authority already conferred by statute, on the contrary it enlarges his power and imposes on him the duty of seeing that the power is legally exercised.

The Consular Courts in China have been in existence since 1858, and the Consular Court Regulations now in force, since April 1864, with but slight modifications, these Regulations as you know, provide for Probate Courts and how they shall be conducted at all the Consulates in China; the Consul General neither under Statutelaw, nor these regulations which have the force of law, or the Consular regulations, has any greater or superior judicial authority

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but is exactly on a par in this respect with his Colleagues. A full review of the laws and regulations governing these Courts will be found in Section XXX. C. R. 1896, p 262 et seq. I draw your attention particularly to par 641 from which it appears that no change can be made in them by any Consular Officer, of course including Mr. Goodnow, that if defects are discovered, they should be pointed out to the Minister, who alone can altar them. Thus, in the review above, I have shown that even without judicial authority in civilized Countries, the Consul is authorized by paragrpah 398 to collect debts outside of his Consular District, but not beyond the limits of the country; that the Consul is required by law to collect the debts due to the estate and pay those due by the estate in the country, but not beyond it; that in China those powers are extended, as the local law is the same, or should be the same U. S. Law all over the Empire in regard to American affairs. That par. 641 forbids any changes in the procedure of the Courts by Consular Officers.

I have as you know been Consul at Ningpo for over six years and for a longer period Consulat Chefoo. During this time, I have administered and settled many estates while at Ningpo and here, and at both Ports each and every estate had Bank accounts in this same bank in Shanghai; in several instances buying drafts of that bank in Shanghai with which to rem it the balance of the estates to the Administrators in the United States and not one Consul General ever before interfered, and I have settled estates while Mr. Goodnow was in Shanghai, that held bank accounts in Shanghai, and he did not interfere, nor would he now perhaps had it not been for the error made in sending him a copy of Dr. Crawford's Will.

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Will.

Adjoining these Consular premises is a large estate, it belonged to Dr. Yates of Shanghai; by his Will this property descended to his daughter, also of Shanghai, Mrs. John Seaman; that Will was probated in Shanghai and Chefoo was not consulted, the property stands now in the name of Mrs. John F. Seaman. Down the beach is another large property, it belonged to Dr. Boone of Shanghai, the Will was probated in Shanghai (both cases in our Consulate General) which was proper and in accordance with law. I would mention many other cases, and of the large number of Americans who keep all of their securities in Shanghai while residing in the interior or at other Ports.

To the Crawford estate there are over 20 heirs, the greater part of the property going to residents of my district; as there is also property in the United States, is it possible to believe that this Consulate can only collect the funds of this District, make a separate report and division; Mr. Goodnow reports the same in Shanghai, where the law is the same, and then again in America where the State law is possibly different?

The Cpnsular Probate Courts in China are on the footing of Probate Courts in a single State. Who ever heard of a Will being probated in more than one Court in the same State; in case of appeal to whom could they appeal and from which Court?

I have a small bank account in this Bank in Shanghai, where I, like nearly all foreigners in China, do my banking; there is no other way am I to believe that if I die Mr. Goodnow must probate my Will also? If such is the case I shall cease to make use of the Shanghai Banks. Doubtless you to keep an account in Shanghai, what do you think of the remote possibility of having your Will probated twice under the same jurisdiction? (twice in China). In China, all roads lead to Shanghai to agree to Mr. Goodnow's contention

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contention is to place practically every American estate in China in his control, but this contention is not only contrary to U. S. Law, but to the Court Regulations and par. 398 and 641 of the Consular Regulations.

Mr. Goodnow has before interfered in my judicial affairs, and as-sus usual in corresponding with him, I got no satisfaction, but as by law I alone am held responsible in estates of deceased citizens, and as his letter to the Hongkong and Shanghai bank is a repudiation of my judicial authority, entirely beyond his peregatives, and his claim that this Will must be probated in his Court is not in accordance with law or the Regulations, as well as the usage of the Consular Courts in China. I, under par 641 of the Consular Regulations, which authorize you alone to alter such proceedings, appeal to you to direct Mr. Goodnow to withdraw his letter to the Bank, and direct him not to interfere. It is proper that I should state again that there is a landed property in Shanghai belonging to the estate, but until Mrs. Crawford dies it can not be touched, nor is it in question now, but when the time comes, the only authority the Consul General can then exercise over it is to see that the Trustees or Administrators hold a duly executed document to so act issued by this Court ; it is no concern of his whether or not the Consul here acts legally or not, if he holds such an opinion, it will be his duty to notify the Department or the heirs who, if agreeing with his views can sue the Consul or his bond; but if two Consuls are to administer the same estate in the same country, one can not be held liable for the acts of the other, and under no circumstances has he authority to notify or instruct any one not to recognize another Consul in his judicial acts, for he has absolutely no superior judicial powers. His present contention is equivalent to trying a case in

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his Court that has already been tried in mine. (Courtesy to his Colleague would seem to require that he should write to him first.)

The Shanghai Press has lately contained reports of the numerous trial in Mr. Goodnow's Court, in which one, Comstock, was either Plaintiff, Defendant, or principal witness, In one of the reported decisions, Mr. Goodnow is said to have quoted a letter from the Department of State, in re the Estate of Consul Jones of Chinkiang; that Consuls could not take into consideration property not in their districts. If this is correctly stated, I am certain that the Department did not have a clear interpretation of the case, for not only does this letter confliet with the law, Department's Regulations, but you will see in its circular of July 20th, 1898 that it expressly and positively declines to interfere; moreover in its No. 89 of Aug. 11, 1899, to me in re "Baily Estate", the Department said "It is not one of the functions of the Deparmtment to approve or disapprove the judicial acts of Consular Officers. When acting judicially they are respknsible under our laws for their conduct as judicial officers." (See copy enclosed). The non-intervention of the Department in such matters is easily explained, when it is known that no Consul could be held responsible for obeying the written orders of the Department, should those orders subsequently prove to be erroneous. Thus as the Department declines to share the responsibility with the Consul, I am confident it would not instruct one Consul to share the respknsibility for the same estate with another in the same Country.

Suppose that Dr. Crawford had no funds in Shanghai, that all money was here, and supposed he owned debts to parties in Shanghai?

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I have gone to considerable length in this despatch because the question raised by Mr. Goodnow is new and would cause unnecessary expense, confusion and a precedent, if allowed to stand, that would embarass every U. S. Consul in China. Moreover, if Mr. Goodnow intended to raise this question, he should so have informed Mrs. Crawford in writing when she was in Shanghai, or me at the time. It would be impossible for her to go to Shanghai now, she is 73 years old and in Taian-fu with Mr. Bostick.

Finally, under what law is it required that Administrators should reside in Shanghai? What becomes of Dr. Crawford's wishes in the matter, and why is Mr. Goodnow so anxious to control this estate? He never interfere in others? In this Court there are no fees nor can there be any in his, according to the Court Rules and even if Mr. Goodnow were correct, he could not have the original Will for that belongs to this Court <u>alone</u> forever.

I have the honor to be

Sir,

Your obedient servant,

(signed) John Fowler,

Consul

Enclosures:

1. My order to Hongkong && Shanghai Bank Nov.6, 1902
2. Bank's reply with copy of letter from Mr. Goodnow.
3. Letter from Bank dated Dec. 9, 1902
4. Copy Department's despatch No. 19, of Aug. 11,1899

papers giving notice of the holding of Court for the probating the Will and upon the application of Mr. Boutin to be appointed Administrator under the Will would be heard, upon and where any person could object; no one objected and that alone would deter Mr. Goodnow from appointing another Administrator in China or telling a bank not to recognize me, for the "local laws" of Shanghai are the same as the "local laws" of Chefoo, being U. S. Law in both places.

I have gone to considerable length in this despatch because the question raised by Mr. Goodnow is new and would cause unnecessary expense, confusion and a precedent, if allowed to stand, that would embarrass every U. S. Consul in China. Moreover, if Mr. Goodnow intended to raise this question, he should so have informed Mrs. Crawford in writing when she was in Shanghai, or me at the time. It would be impossible for her to go to Shanghai now, she is 73 years old and in Taian-fu with Mr. Boutin.

Finally, under what law is it required that Administrators should reside in Shanghai? What becomes of Dr. Crawford's wishes in the matter, and why is Mr. Goodnow so anxious to control this estate? He never interfers in others? In this Court there are no fees nor can there be any in him, according to the Court Rules and even if Mr. Goodnow were correct, he could not have the original Will for that belongs to this Court alone forever.

I have the honor to be

Sir,

Your obedient servant,

(signed) John Powler,

Consul

Enclosures:

1. My order to Hongkong & Shanghai Bank Nov.6, 1902
2. Bank's reply with copy of letter from Mr. Goodnow.
3. Letter from Bank dated Dec. 9, 1902
4. Copy Department's despatch No. 19, of Aug. 11,1903

COPY.

Legation of the United States,

Peking, China.

Dec. 24th, 1902

John Goodnow, Esq.,

United States Consul General,

Shanghai.

Sir:

In continuation of my despatch No. 1674, of the 18th instant, I enclose herewith for your consideration in connection therewith, copy of an additional despatch from Consul Fowler concerning his and your jurisdiction in the matter of the settlement of the Crawford estate.

I am, Sir,

Yours respectfully,

(signed) E. H. Conger.

Enc. as above.

COPY.

Legation of the United States,

Peking, China.

Dec. 26th, 1902

John Goodnow, Esq.,

United States Consul General,

Shanghai.

Sir:

In continuation of my despatch No. 164, of the 18th instant, I enclose herewith for your consideration in connection therewith, copy of an additional despatch from Consul Fowler concerning his and your jurisdiction in the matter of the settlement of the Crawford estate.

I am, Sir,

Yours respectfully,

(signed) E. H. Conger.

Enc. as above.

COPY

Enclosure No. in Despatch No.

Mr. Fowler to Mr. Conger.

No. 523.

Consulate of the United States,

Chefoo, Dec. 17th, 1902

Hon. E. H. Conger,

United States Minister,

Peking.

Sir:

In my No. 522 of the 15th inst. Appealing to you from Mr. Goodnow's decision in my judicial Court re Crawford estate, I said

"Of these (heirs) some 18 have proved themselves to be entitled to their bequests under the Will, others, Mr. Bostick was informed, had sent their proofs to Mr. Goodnow, and Mr. Bostick informed me that he had written to Mr. Goodnow early in November to send the statements to me, but as yet I have not seen them, and until I do of course, I can not include them as heirs; these papers may however have been sent by Mr. Goodnow direct to Mr. Bostick who is now in Taian-fu."

I have just received a letter from Mr. Bostick dated Taian-fu, Dec. 1st, giving copy of a letter to him from Mr. Goodnow, in which he is quoted as saying that on my request, or Mrs. Crawford's, he will send me "Certified Copies of the papers;" A more astounding declaration I have not heard. I shall decline to accept anything but the originals, this is the original Court of the first Instance, the original Will and all original papers are here, excepting those retained by Mr. Goodnow.

Mr. Goodnow has absolutely no right to refuse to recognize the authority of any one to act who is empowered by this Court; to do so is Contempt of Court, and were he a private citizen, or an official in the United States, he could be punished by that Court, for the Administrator is

COPY

Enclosure No. in Despatch No.

Mr. Fowler to Mr. Conger.

No. 282.

Consulate of the United States,

Chefoo, Dec. 17th, 1902

Hon. E. H. Conger,

United States Minister,

Peking.

Sir:

In my No. 282 of the 15th inst. Appealing to you from Mr. Goodnow's decision in my judicial Court re Crawford estate, I said

"Of these (heirs) some 18 have proved themselves to be entitled to their bequests under the Will, others, Mr. Boelck was informed, had sent their proofs to Mr. Goodnow, and Mr. Boelck informed me that he had written to Mr. Goodnow early in November to send the statements to me, but as yet I have not seen them, and until I do of course, I can not include them as heirs; these papers may however have been sent by Mr. Goodnow direct to Mr. Boelck who is now in Tsian-fu."

I have just received a letter from Mr. Boelck dated Tsian-fu, Dec. 1st, giving copy of a letter to him from Mr. Goodnow, in which he is quoted as saying that on my request, or Mrs. Crawford's, he will send me "certified copies of the papers." A more astounding declaration I have not heard. I shall decline to accept anything but the originals, this is the original Court of the first instance, the original Will and all original papers are here, excepting those retained by Mr. Goodnow.

Mr. Goodnow has absolutely no right to refuse to recognize the authority of any one to act who is empowered by this Court; to do so is Contempt of Court, and were he a private citizen, or an official in the United States, he could be punished by that Court, for the Administrator is

the Representative of the Court in that particular case, and Mr. Goodnow knows that Mr. Bostick is the Administrator. Moreover, Mr. Goodnow's delay in complying with the request of the representative of this Court is causing the estate a loss of a large sum in gold, owing to the great fall in silver during the past few weeks (as the funds are in silver to be remitted in U. S. Gold).

The papers in his possession belong to this Court and to this Court alone, and were sent to him in ignorance. Mrs. Crawford informs me she has also written to Mr. Goodnow to send me the papers. If he sends me copies I shall return them as useless. As the proof of the correctness of my stand, if any were required, I may say that the Attorneys in the United States told Mrs. Crawford that the Will must be probated in Chefoo, and that she should send to them certified copies, amde in this office, of the Will or the Order admitting it to Probate, etc., all of which she has done.

Will you kindly instruct Mr. Goodnow by telegraph to immediately mail to me all the original papers in this case, and cease from interfering.

I have the honor to be

Sir,

Your obedient servant

(signed) John Fowler.

Consul.

Enclosure:-

Extract from Mr. Bostick's letter of Dec. 1, 1902

the Representative of the Court in that particular case, and Mr. Goodnow knows that Mr. Boatler is the Administrator. Moreover, Mr. Goodnow's delay in complying with the request of the representative of this Court is causing the estate a loss of a large sum in gold, owing to the great fall in silver during the past few weeks (as the funds are in silver to be remitted in U. S. Gold).

The papers in his possession belong to this Court and to this Court alone, and were sent to him in ignorance. Mrs. Crawford informs me she has also written to Mr. Goodnow to send me the papers. If he sends me copies I shall return them as useless. As the proof of the correctness of my stand, if any were required, I may say that the Attorneys in the United States told Mrs. Crawford that the Will must be probated in Chefoo, and that she should send to them certified copies, made in this office, of the Will or the Order admitting it to Probate, etc., all of which she has done.

Will you kindly instruct Mr. Goodnow by telegraph to immediately mail to me all the original papers in this case, and cease from interfering.

I have the honor to be

Sir,

Your obedient servant

(signed) John Fowler.

Consul.

Enclosure:-

Extract from Mr. Boatler's letter of Dec. 1, 1902

C O P Y.

Copy of a part of a letter received on the 17th day of December, 1902, from Mr. Bostick)

Taian-fu, Dec. 1st, 1902

Hon. John Fowler,

U. S. Consul,

Chefoo.

Dear Sir:

I am just in receipt of a letter from Mr. Goodnow as follows:-

" At the request of the U. S. Consul, Chefoo, or of Mrs. Crawford (now in China) I will forward to Chefoo certified copies of any papers filed in this office in the matter of the estate of the late Rev. T. P. Crawford.

I am, Sir,

Your obedient servant,

(signed) John Goodnow.

C. G., U. S. A.

C O P Y.

Copy of a part of a letter received on the 17th day of December, 1902, from Mr. Bostick)

Tsian-fu, Dec. 1st, 1902

Hon. John Fowler,

U. S. Consul,

Chefoo.

Dear Sir:

I am just in receipt of a letter from Mr. Goodnow as follows:-

" At the request of the U. S. Consul, Chefoo, or of Mrs. Crawford (now in China) I will forward to Chefoo certified copies of any papers filed in this office in the matter of the estate of the late Mr. T. P. Crawford.

I am, Sir,

Your obedient servant,

(signed) John Goodnow.

U. S., U. S. A.

C O P Y.

Enclosure No. 1 in Despatch No. 522.

No. 2.

In the United States Consular Vourt

For the Consular District of Chefoo.

In Probate.

In the matter of the estate of the late

Tarleton P. Crawford, deceased.

Chefoo, November 6th, 1902

To the Manager of the

Hongkong & Shanghai Banking Corporation

Shanghai.

Sir:-

With reference to your favor of Oct. 24th, 1902, enclosing a statement of the account of the late Tarleton P. Crawford, an Order of this Court was this day issued, in accordance with the Will of the said late Tarleton P. Crawford, that the amount standing in the name of the said Tarleton P. Crawford in your bank as per your memo. above referred to, to wit:- Deposit No 38/278 p Tls. 7512.52 bearing interest zat 5% due Feb. 19, 1903, together with the interest due and to become due, is hereby transferred to the Devisee, under the aforesaid Will, to Martha F. Crawford, widow of the said Tarleton P. Crawford, deceased. Accordingly you are Hereby requested, and this shall be your authority for so doing, to transfer the said deposit No. 38/278 for Tls. 7512.52 together with all interest now due or to become due to the said Martha F. Crawford, for her own use and benefit. It is presumed that this simple transfer does not forfeit the interest at 5%, providing said account remains with you until due date, Feb. 19th, 1903, as Mrs. Craford authorizes me to inform you that it shall so remain with you. All other funds to remain under the control of this Court until otherwise informed.

GIVEN UNDER MY HAND AND SEAL OF THIS CONSULATE THIS SIXTH DAY OF NOVEMBER, 1902.

(signed) John Fowler,

U. S. C., acting Judicially.

COPY.

Enclosure No. 1 in Despatch No. 822.

No. 2.

In the United States Consular Court

For the Consular District of Chefoo.

In Probate.

In the matter of the estate of the late

Tarleton P. Crawford, deceased.

Chefoo, November 6th, 1902

To the Manager of the

Hongkong & Shanghai Banking Corporation

Shanghai.

Sirs:-

With reference to your favor of Oct. 24th, 1902, enclosing a statement of the account of the late Tarleton P. Crawford, an Order of this Court was this day issued, in accordance with the Will of the said late Tarleton P. Crawford, that the amount standing in the name of the said Tarleton P. Crawford in your Bank as per your memo. above referred to, to wit:- Deposit No 36\278 p Tls. 7812.82 bearing interest at 8% due Feb. 19, 1903, together with the interest due and to become due, is hereby transferred to the Devisee, under the aforesaid Will, to Martha P. Crawford, widow of the said Tarleton P. Crawford, deceased. Accordingly you are hereby requested, and this shall be your authority for so doing, to transfer the said deposit No. 36\278 for Tls. 7812.82 together with all interest now due or to become due to the said Martha P. Crawford, for her own use and benefit. It is presumed that this simple transfer does not forfeit the interest at 8%, providing said account remains with you until due date, Feb. 19th, 1903, as Mrs. Crawford authorizes me to inform you that it shall so remain with you. All other funds to remain under the control of this Court until otherwise informed.

GIVEN UNDER MY HAND AND SEAL OF THIS CONSULATE THIS SIXTH DAY OF NOVEMBER, 1902.

(signed) John Fowler,

U. S. C., acting Judicially.

C O P Y.

Enclosure No. 2 in Despatch No 522.

Hongkong & Shanghai Banking Corporation,

Shanghai, Dec. 1st, 1902

Re estate of T. P. Crawford, (deceased).

John Fowler, Esq.,

U. S. Consul, Chefoo.

Dear Sir:

With reference to your letter to me, No. 2, dated 6th Nov. 1902, I beg to hand you herewith copy of a letter which I have received from the U. S. Consul General here.

From this you will see that I am unable to act in termsof your letter.

Yours faithfully,

(sgd) H. Gardner,

p Sub-Manager.

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Enclosure.

Consular Service, U. S. A.

1/12/02

Hongkong && Shanghai Bank Co.

Dear Sirs:

In re estate of Rev. T. P. Crawford, deceased.

Please note that the Will of the late T. P. Crawford has not been probated in Shanghai and that the estate can not be settled or in any way disposed ofuntil such Probate is executed through this office.

I am, Dear Sirs,

Yours truly,

(signed) John Goodnow.

Consul General, U. S. A.

COPY.

Enclosure No. 2 in Despatch No 822.

Hongkong & Shanghai Banking Corporation,

Shanghai, Dec. 1st, 1902

Re estate of T. P. Crawford, (deceased).

John Fowler, Esq.,

U. S. Consul, Chefoo.

Dear Sir:

With reference to your letter to me, No. 5, dated 6th Nov. 1902, I beg to hand you herewith copy of a letter which I have received from the U. S. Consul General here.

From this you will see that I am unable to act in connect your letter.

Yours faithfully,

(sgd) H. Gardner,

p Sub-Manager.

Enclosure.

Consular Service, U. S. A.

1/12/02

Hongkong & Shanghai Bank Co.

Dear Sirs:

In re estate of Rev. T. P. Crawford, deceased.

Please note that the Will of the late T. P. Crawford has not been probated in Shanghai and that the estate can not be settled or in any way disposed of until such Probate is executed through this office.

I am, Dear Sirs,

Yours truly,

(signed) John Goodnow.

Consul General, U. S. A.

C O P Y.

Enclosure No 3 in Despatch No. 522.

Hongkong & Shanghai Banking Corporation,
Shanghai, 9th Dec. 1902

John Fowler, Esq.,
Consular Service, U. S. A.
Chefoo.

Sir:

I beg to acknowledge receipt of your letter of 2nd instant, you will doubtlessly by this time have received mine of the first instant, enclosing a copy of the Consul General's U. S. A. letter, in which he states that the estate can not be settled or in any way disposed of until Probate has been executed through his office.

I am, Sir,
Your obedient servant,
(sgd) C. Evans,
Sub-Manager.

C O P Y.

Enclosure No 3 in Despatch No. 822.

Hongkong & Shanghai Banking Corporation,

Shanghai, 9th Dec. 1902

John Fowler, Esq.,

Consular Service, U. S. A.

Chefoo.

Sir:

I beg to acknowledge receipt of your letter of 2nd instant, you will doubtlessly by this time have received mine of the first instant, enclosing a copy of the Consul General's U. S. A. letter, in which he states that the estate can not be settled or in any way disposed of until Probate has been executed through his office.

I am, Sir,

Your obedient servant,

(sgd) C. Evans,

Sub-Manager.

C O P Y.

Enclosure No. 4 in Despatch No. 522.

Department of State,

Washington, D. C. Aug. 11th, 1899

John Fowler, Esq.,

Consul of the United States,

Chefoo.

Sir:

Your despatch No. 129 of Feb 4th, 1899, in which you ask whether the Department is satisfied with your settlement of O. C. Baily, a deceased American citizen, and make certain representations concerning the modification of the Consular Court Regulations regarding fees to be charged, is received.

In reply I have to say that while the estate appears to have been properly settled, it is not one of the functions of the Department to approve or disapprove the judicial acts of Consular Officers. When acting judicially they are responsible under our laws for their conduct as judicial officers. If the estate has been finally administrated and settled in accordance with our laws and regulations, the Administrix or Executrix should, of course, be finally discharged from her trust, and her bond released.

With regard to your recommendations in the matter of Court Consular fees, I have to say that they will receive consideration at the proper time.

The enclosures with your despatch are herewith returned.

I am, Sir, your obedient servant,

(signed) Thos. W. Cridler.

Third Assistant Secretary.

Enclosures:-

Original vouchers, etc.

COPY.

Enclosure No. 4 in Despatch No. 252.

Department of State,

Washington, D. C. Aug. 11th, 1899

John Towler, Esq.,

Consul of the United States,

Chefoo.

Sir:

Your despatch No. 189 of Feb 4th, 1899, in which you ask whether the Department is satisfied with your settlement of O. C. Baily, a deceased American citizen, and make certain representations concerning the modification of the Consular Court Regulations regarding fees to be charged, is received.

In reply I have to say that while the estate appears to have been properly settled, it is not one of the functions of the Department to approve or disapprove the judicial acts of Consular Officers. When acting judicially they are responsible under our laws for their conduct as judicial officers. If the estate has been finally administered and settled in accordance with our laws and regulations, the Administrix or Executrix should, of course, be finally discharged from her trust, and her bond released.

With regard to your recommendations in the matter of Consular Court fees, I have to say that they will receive consideration at the proper time.

The enclosures with your despatch are herewith returned.

I am, Sir, Your obedient servant,

(signed) Thos. W. Cridler.

Third Assistant Secretary.

Enclosures:-

Original vouchers, etc.

Copy of dispatch #477 to Legation.

Shanghai, February 27th 1903.

Hon. E. H. Conger,

E. E., and M. P., U. S. A.

Peking.

Sir:-

I beg to acknowledge receipt of your #1674 of Dec. 18th last (informally acknowledged before). Also of your telegram received to-day

"Am awaiting reply Legation dispatch 1674 Dec. 18th".

and my reply thereto

"Will send reply 1674 March 2. Have been busy".

I therefor take up fully as you request the subject of Consul Fowler's dispatch to you, as I have no pride of opinion in the matter and am glad in this, as always, to receive your advice.

1- The Rev. T. P. Crawford, formerly a missionary in Tai-an-fu, died in Georgia last Spring leaving property in various places; among others, Shanghai. How much it amounts to I do not know. The will was first probated in America for the property there. The widow sent me an uncertified copy to be probated here. I wrote her that I could do nothing with an uncertified copy. About that time Mr. Bostick, named in the will as one of the Executors, came to me. I told him that I could do nothing until the receipt of the proper papers; that, on receipt of the will, I would take prompt action; but that the Executors of the will in this district must be Americans living in this district according to the practice of this Court and according to the law as I understand it. Mr. Bostick suggested that he might remove to Shanghai so that he could handle the estate and asked me if I would allow 10% as the Executor's fee. I replied that I had never allowed more than 5% and that only where the work earned it. Mr. Bostick said that Mr. Crawford considered him as almost a son and that he (Bostick) thought that Mr. Crawford made him an Executor so that he would get some part of the money as fees. I told him

that I could only consent to the management of the estate in my district in the most economical way. I have heard nothing further from Mr. Bostick.

When Mrs. Crawford came, I told her that the will must be probated in each jurisdiction where there is property; that the Executors here must be Americans residing here; that I would appoint Mr. Seaman, Mr. Bryan, or any other of her friends, and said that I thought she could get friends of that character here who would not charge more than their out of pocket expenses. She expressed herself as satisfied, and said that I would hear later from her.

I saw by the newspapers that the will had been probated in Chefoo; but have heard nothing directly until your dispatch.

2- That Executors, working under the orders of a Court must be subject to the jurisdiction of that Court seems axiomatic. In 1879, Consul General Bailey gave a long and learned decision in this Court to that effect; and held that an Administrator or Executor of a will involving property in this district must be an American citizen residing in this district. That principle has been maintained in other decisions here, and in the practice here; except in one case where I, being new here, allowed a British subject to administer the estate of his mistress, an American. In that I was wrong. John Strong, an American, died here and, by his will, appointed an Englishman as Executor. I probated the will but appointed an America resident as Executor. The British attorney concerned agreed with the principle as just and expedient. The Courts of other nationalities in Shanghai also hold that an appointee of the Court must be under the jurisdiction of the Court both as to his person and property. This is especially necessary in a case where the duty of the Executor extends over an indefinite term of years and covers the division of the estate after the death of the widow. In this case, at least a part of the estate is to be divided among about 20 nieces and nephews after Mrs. Crawford's death. A. M. Bisbee

died here. His will, appointing the Fidelty Trust Co. as Executor, was probated in Philadelphia. Proper papers were sent here asking for ancillary probate of property in this district. I gave it; but appointed an American resident here as Executor who closed the estate here and remitted the proceeds as the will directed. The Trust Co. acknowledged the correctness of my ruling and thanked me for the way the matter was handled.

3- The other point raised by Mr. Fowler is solved by the same reasoning. On it also there is the authority of the Department of State. In 1898, I advised Mr. Martin that Mrs. Jones should give bonds under the probate in Chinkiang for the proper performance of the execution of the will of the late Consul Jones on all the property thereunder wherever situated. Under date of Oct. 7 1898, in its #91 the Department of State, overruling my advice said "The Consul at Chinkiang has no jurisdiction over any property not within his Consular district".

Under that decision, based on common sense, I recently probated the will of Capt. Seeberg here and wrote the widow that she must apply to the Consul in TienTsin for ancillary probate to cover the property of the estate in that district. I told Mr. Bostick and Mrs. Crawford that the probate here would only cover the property in this district. How can any Court give an order applicable outside the jurisdiction of that Court? How can a Court appoint a man in a fiduciary capacity and who must make reports of his trust and be removable and punishable by it if wrongful acts are done by him, if he is not juriciable by it?

It is reason and common sense that an executor or administrator of property in any jurisdiction must be amenable to that jurisdiction. Each Consular Court is equally independent in its Consular district. None is superior to the other. Should I appoint an executor in the Foochow district, I could only enforce my orders through the Consul at Foochow. Should he differ from me as to the law, then I could not enforce my

orders in matters where I could be personally responsible.

4- The other heirs have filed their proofs here. As the will has its original probate in China at Chefoo, I am willing as a matter of comity to send these papers to Mr. Fowler if he asks for them (which he has not done), if he will agree to send me certified copies of them. I desire to do all in my power to help him to settle properly the estate in his district. I have never knowingly interfered in his jurisdiction and am not doing so in this matter. I only desire to administer the law as I understand it in my district where I alone am responsible.

5- I do not wish to take up the points in Mr. Fowler's dispatch where he shows his personal animus against me. I only desire to discuss the matter impersonally and dispassionately, as all matters should be discussed by representatives of our Government in China.

I will be very glad to receive any advice you may give in this matter.

I am, Sir,

Your obedient servant,

(Signed) John Goodnow.

Consul General.

CONSULAR BUREAU.

INDEX BUREAU RECD APR 13 '03 DEPT OF STATE

3rd. ASST. SECRETARY. APR 15 1903

No. 815.

Consular Bureau APR16 1903

Consulate-General of the United States,

Shanghai March 5 1903. , 190 .

Mr. Goodnow

To the Department of State.

BUREAU.

Subject:

Errors claimed in Import Tariff.

1 Mr. Norvell Apr 25/03 Ans Apr 30/03

Abstract of Contents.

Changes requested by the Chinese.

Instructions asked.

One enclosure.

INDEX BUREAU APR 25 1903 FILED

General March 5 1903.

Gentlemen

Errors claimed in Import Tariff.

Changes required by the Ord Dept.

Instructions asked.

One enclosure.

No. 515.

Consulate-General of the United States,

Shanghai, Mar. 4th 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith copy of a letter received by me from the Chinese Treaty Commissioners with regard to certain errors of calculation which they claim were made in figuring the Import Tariff and which they ask leave to exchange.

Please instruct me in the matter.

I am, Sir,

Your obedient servant,

Wm Goodnow

Consul General.

(1 enc.)

Consul General, Mar. 4th 3

M. H. D. Peirce.

I hand you herewith copy of a letter received by
me from the Chinese Treaty Commissioners with regard
to certain errors of calculation which they claim were
made in figuring the Import Tariff and which they
ask leave to change.

Please instruct me in the matter.

I am, Sir,

Your obedient servant,

Silas Strawn

Consul General.

(1 enc.)

C O P Y.

Their Excellencies the Treaty Commissioners

to

The United States Consul General

re Mistakes in the Tariff.

Commissioners of Customs, Messrs Taylor and Hippisley send us the following:-

"After the revision and ratification of the Tariff, We sent your Excellencies a translation thereof in Chinese; We also had the rules printed according to order and widely published. We are now in receipt of a letter from the German Consul General stating that his Nationals have from time to time approcahed him on the subject of the New Tariff, pointing out that amber was therein said to pay duty at the rate of 3 mace and 2 candareens and 5 fen per catty and that inferior or 2nd class coral chips pay 5 mace, 5 candareens- which they consider alltogether too high; for which reason they enquired if there was not a mistake in calculation, and the Consul asked to have the matter looked into.

We accordingly went at once carefully into the matter. If according to the rules laid down the average market price for the three previous years be taken, 100 catties of amber would be estimated to be worth Tls. 65, on which the duty would be Tls. 3 Mace 2, Candareens 5. Second class coral chips would be estimated to be worth Tls. 11 per 100 catties and should pay 5 mace and 5 candareens duty. The mistake was really made at the time when the Tariff was under discussion (in Peking. The English test being faulty, the Chinese test would naturally also be at fault.

We find that errors have crept into the New Tariff, not only with the above two items; there is mistake also in the New Tariff on first class cotton socks, classed

COPY.

Treaty Commissioners the Treaty Commissioners

to

The United States Consul General

re Mistakes in the Tariff.

Commissioners of Customs, Messrs Taylor and Hippisley and is as follows:-

"After the revision and ratification of the Tariff, we sent Your Excellencies a translation thereof in Chinese; we also had the rules printed according to order and widely published. We are now in receipt of a letter from the German Consul General stating that his Nationals have from time to time approached him on the subject of the New Tariff, pointing out that under what is there said to pay duty at the rate of 3 mace and 2 candareens and 3 ten per cent; and that inferior or 2nd class coral ships 3 mace, 3 candareens- which they consider altogether too high; for which reason they enquired if there was not a mistake in calculation, and the Consul asked to have the matter looked into.

We accordingly went at once carefully into the matter. It according to the rules laid down the average market price for the three previous years be taken, 100 catties of amber would be estimated to be worth Tls. 60, on which the duty would be Tls. 3 Mace 3, Candareens 6. Second class coral ships would be estimated to be worth Tls. 15 per 100 catties and should pay 3 mace and 3 candareens duty. The mistake was really made at the time when the Tariff was under discussion (in Peking. The English text being faulty, the Chinese text would naturally also be at fault.

We find that errors have crept into the New Tariff, not only with the above two items, there is mistake also in the New Tariff on first class cotton goods, classed

under clothing in Art. 10. These are written down as paying duty 7 mace 5 candareens per dozen. Second class cotton socks to pay 3 mace 2 candareens per dozen. It really should be 7 candareen 5 li on first class cotton socks per doz. and 3 candareens 2 li on inferior cotton socks per dozen.

Again in the 12th Art. there is a blunder in the Chinese text, which makes the duty on woolen yarn, classed under silks and satins, to be 5 Tls. and 3 candareens on every 100 catties. It sho uld be Tls. 5 and mace 3. We therefore ask to have this correction made in the manuscript of the Chinese text, sent in sometime ago.

In Art. 16, Amber which is classed under jewels and precious stones, pays duty at the rate of Tls. 3 Mace 2 and candareens 5 on every 100 catties and second class coral chips pay 5 mace 5 candareens on every 100 catties.

First class cotton socks, under clothing in Art. 10, pay duty at the rate of 7 candareens 5 li per dozen pairs. Second class cotton socks to pay 3 candareens 2 li per dozen pair. Woolen yarn under silks and satins in Art. 12 pay Tls. 5 Candareens 3 on every 100 catties.

As to the mistakes in the foreign text with regard to Amber, we would ask Your Excellencies to communicate with the Special Commissioners of the Treaty Powers to have the following corrections made.
The duty on every 100 catties of amber to be Tls. 3, Mace 2, Can. 5. On 2nd class coral chips, 5 mace 5 candareens on 100 catties. "

In accordance with the above we are sending word to the several representatives and feel in duty bound to send this despatch to you the Hon. Consul General, and trouble you to note the correction.
A necessary despatch.
Dated 27th of first moon (Feb. 26th, 1903)

under clothing in Art. 10. These are written down as paying duty 7 mace 5 candareens per dozen. Second class cotton socks to pay 3 mace 2 candareens per dozen. It really should be 7 candareen 5 li on first class cotton socks per doz. and 3 candareens 2 li on inferior cotton socks per dozen.

Again in the 12th Art. there is a blunder in the Chinese text, which makes the duty on woolen yarn, classed under silks and satins, to be 5 Tls. and 3 candareens on every 100 catties. It ought be Tls. 3 and mace 5. We therefore ask to have this correction made in the Chinese text, which was in something ago.

In Art. 16, Amber which is classed under jewels and precious stones, pays duty at the rate of Tls. 3 mace 2 and candareens 5 on every 100 catties and second class cotton socks pay 5 mace 5 candareens on every 100 catties;

First class cotton socks, under clothing in Art. 10, pay duty at the rate of 7 candareens 5 li per dozen pairs. Second class cotton socks to pay 3 candareens 2 li per dozen pairs. Woolen yarn under silks and satins in Art. 12 pay Tls. 3 Candareens 3 on every 100 catties.

As to the mistakes in the foreign text with regard to Amber, we would ask Your Excellencies to communicate with the Special Commissioners of the Treaty Powers to have the following corrections made.

The duty on every 100 catties of amber to be Tls. 3, mace 5, can. 5. On 2nd class coral chips, 5 mace 5 candareens on 100 catties. "

In accordance with the above we are sending word to the several representatives and feel in duty bound to send this despatch to you Sir. Consul General, and trouble you to note the correction.

a necessary despatch.

Dated 27th of 7th moon (Sept. 30th 1903)

CONSULAR BUREAU.

RECEIVED APR 13 '03 DEPT OF STATE

3rd. ASST. SECRETARY. APR 15 1903

No. 44

Consulate-General of the United States,

Shanghai, March, 9th, 1903.

Consular Bureau. APR16 1903

CONSULAR BUREAU. NOTED

Hon. John Goodnow,

To the Department of State.

Ans by tom Apr 30/03

Subject:

Marriages

Abstract of Contents.

Transmitting marriage certificates of Geo. Moore and M. E. Lampe, E. E. Jones and R. Lazarus, Jr. Clerks, C. Fowler and Marie Jorgensen

INDEX BUREAU MAY 1 1903 FILED

No. 4

Consulate-General of the United States,

Shanghai, March 9th, 1903.

Honorable A. A. C. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose to you marriage certificates of George Moore and Martha E. Lampe, Edward E. Jones and Rebecca Lazarus, and Charles S. Fowler and Maud Jorge.

I have the honor to be,

Sir,

Your obedient servant.

John Goodnow

Consul General.

Enclosures:

3 Marriage certificates.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU. NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA Mch 6 1903

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that on this 6th day of March A. D., 1903 at the Astor House in the city of Shanghai, China George Mosser, aged 29 years, born in Elko; Nevada and now residing in Shanghai China, and Martha E Lawfe, aged 21 years born in San Francisco Cal, and now residing in Shanghai, were United in Marriage before me, and in my presence, by Rev John R Hykes DD, who is authorized by the laws of Penn. to perform such a ceremony.

In Witness Whereof *I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this* sixth *day of* March, *A. D. 1903, and of the Independence of the United States the* 127th

[L. S.]

John Goodnow

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA Mch. 6 1903

I, A. A. White Deputy Consul-General of the United States at Shanghai, China, do hereby certify that, on this 6th day of March A. D., 1903, at U.S. Consulate in the city of Shanghai; Edward E Jones, aged 47 years, born in Havana Cuba and now residing in Shanghai China, and Rebecca Lazarus, aged 41 years born in Tulon France, and now residing in Shanghai, were United in Marriage before me, and in my presence, by Rev John R Hykes D D, who is authorized by the laws of Penn. to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this 6th day of March, A. D. 1903, and of the Independence of the United States the 176th

[L. S.]

A. A. White

Deputy Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

FORM NO. 87.

CONSULAR BUREAU

CERTIFICATE OF MARRIAGE

Consular Office of the United States of America

SHANGHAI, CHINA March 7 1903

I, A. W. White deputy Consul-General of the United States at Shanghai, China, do hereby certify that, on this seventh day of March A. D., 1903 at 14 - Kiukiang road in the city of Shanghai China Charles S Fowler, aged twenty nine years, born in New Haven Conn and now residing in Shanghai; China, and Marie Jorge, aged twenty two years born in Shanghai; China, and now residing in Shanghai China, were United in Marriage before me, and in my presence, by Rev John Ritykes DD, who is authorized by the laws of Conn. to perform such a ceremony.

In Witness Whereof *I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this* seventh *day of* March, *A. D.* 1903, *and of the Independence of the United States the* 126th

[L. S.]

A. W. White

deputy Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

RECD. BUREAU APR 13 '03 DEPT OF STATE

CONSULAR BUREAU.

3rd. ASST. SECRETARY. APR 15 1903

No. 516

Consulate-General of the United States,

Consular Bureau APR16 1903

Shanghai, March 10th, 1903.

Mr. Goodnow,

To the Department of State.

Subject:

Arrest James F. Beahan.

Abstract of Contents.

Arrested on telegram Governor Taft

Arraigned. S

Sant back to Manila.

INDEX BUREAU FILED

No. 516

Consulate-General of the United States,

Shanghai, March 10th , 1903

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

On March 4th I received the following telegram from W. Taft, of the Phillipine Islands.

"Request arrest James F. Beahan, fugitive from justice, under name of J. Bentley on board steamer Glenroy due Shanghai March 6th. Beahan convicted falsification of public documents, equivalent to forgery. Also charged embezzlement Government funds. (description follows). Extradition papers follow. Wire when apprehended. (signed) Taft."

Beahan arrived here on the morning of March 8th; was arrested; and admitted his identity. I wired Governor Taft on that day

"Beahan arrested. Can send him Manila immediately you paying expenses and $3.00 per day to Marshall".

On March 9th Governor Taft replied

"Send Beahan terms stated; if via Hongkong deliver him to our representative Edward Luthi, Thomas Hotel".

On March 9th Beahan was arraigned; admitted his identity; was identified by other witnesses; admitted that he had been tried and convicted as stated in the telegram and that he was out on bail and that he left Manila under a false name. This was also proven by other witnesses.

His attorney argued that he must be held waiting extradition papers such as are sent from one state to another within the United States; that these must be technically correct as between States; and that this Court must pass on the validity of the original indictment.

The following order was made.

"Shanghai, March 9th, 1903. James F. Beahan, having been arrested on telegram from the Civil Governor of Manila, and having been arragined, admitted his identity and that he had been convicted of crime in Manila and admitted to bail pending a new trial; and that he had left Manila under the name of J. Bentley. — Trissell, sworn, testified that he knew of his own knowledge that the man arraigned in Court is J. F. Beahan who was convicted in Manila of falsifying public records.

Beahan's Attorney, G. F. Lamme, argued that extradition papers must be waited for, which papers must be technically correst.

As no doubt appears of the identity of the person, and as it appears evident to the Court that the prisoner is a fugitive from justice;- under Rule 92 requiring "substantial justice" in decisions of this Court, it is hereby ordered that said J. F. Beahan be returned to Manila under the custody of the U. S. Marshal of this Court at the earliest opportunity. (signed) John Goodnow, Consul General, U. S. A., Acting Judicially."

In accordance with the above judgement the said Beahan was sent yesterday direct to Manila on the steamer Perala.

I trust my action meets with your approval.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

His attorney argued that he must be held waiting extradition papers such as are sent from one state to another within the United States; that these must be technically correct as between States; and that this Court must pass on the validity of the original indictment.

The following order was made.

"Manila, March 6th, 1905. Thomas F. Benham, having been arrested on telegram from the Civil Governor of Manila, and having been arraigned, admitted his identity and that he had been convicted of crime in Manila and petition to sail pending a new trial; and that he left Manila under the name of I. Bentley. — Trinsanji, Esq., testified that he knew of his own knowledge that the man arraigned in Court is T. F. Benham who was convicted in Manila of falsifying public records.

Benham's Attorney, O. P. Lacombe, argued that extradition papers must be waited for, which papers must be technically correct.

As no doubt appears of the identity of the person, and as it appears evident to the Court that the prisoner is a fugitive from justice;- under Rule 39 regarding "substantial justice" in decisions of this Court, it is hereby ordered that said T. F. Benham be returned to Manila under the custody of the U. S. Marshal of this Court at the earliest opportunity. (signed) Luke Wadden, Consul General, U. S. A., Acting Judicially."

In accordance with the above judgment the said Benham was put yesterday direct on the steamer Persia.

I trust my action meets with your approval.

I am, Sir,

Your obedient servant,

DIPLOMATIC BUREAU
APR 18 1903
CONSULAR BUREAU.

3rd. ASST. SECRETARY.
APR 15 1903

No. 517

Consulate General of the United States,

Consular Bureau.
APR16 1903

Shanghai, March 10 , 1903 .

Mr. Goodnow,

To the Department of State.

To Mr. Loomis
Apr. 20/03.

Ans apr 30/03

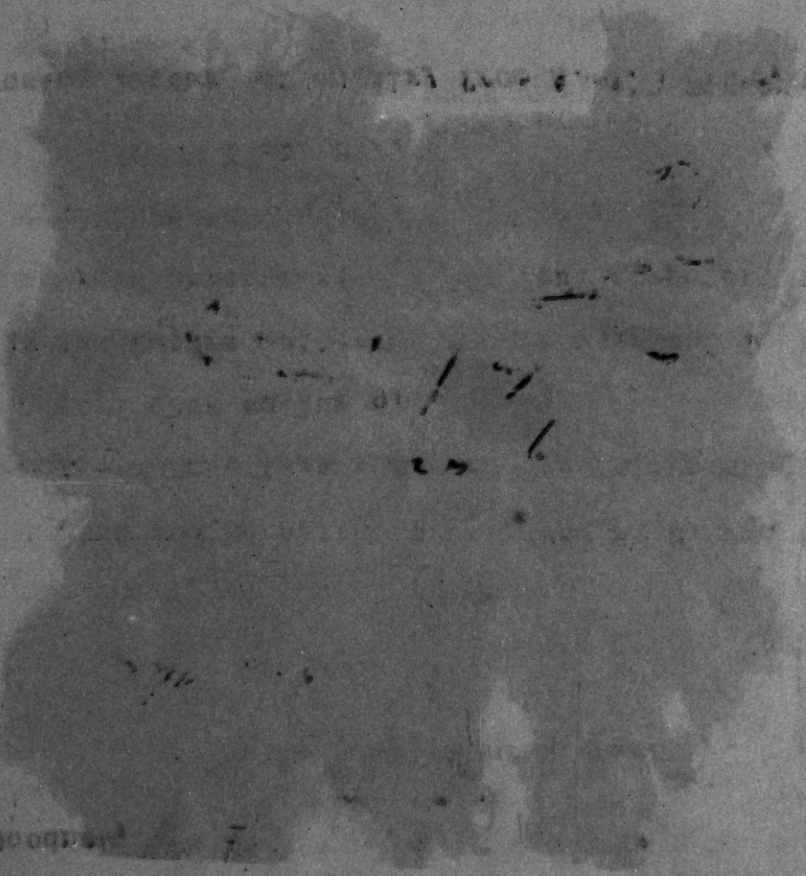
Subject:

Import Duty on lumber.

Abstract of Contents.

Enclosing letter of enquiry from A. C. Hunter, Esq.

IN DEX BUREAU
APR 20 1903
FILED



No. 517

Consulate-General of the United States,

Shanghai, March 10th, 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith letter from R. C. Hunter, Esq., an American citizen, asking for interpretation of the import duty on lumber.

As the entire matter of import duty was in the hands of Mr. Sharretts, I did not feel competent to answer Mr. Hunter's inquiry.

I am, Sir,

Your obedient servant,

John Goodnow

(1 enc.) Consul General.

45

Shanghai, 10th March 1903.

John Goodnow, Esq.
United States Consul General,
Shanghai.

Dear Sir,

With reference to my verbal enquiry for an interpretation of the application of the rate of duty on Timber provided by the new tariff. I beg to submit the following questions which I would ask you to kindly refer to the proper quarter for settlement.

1° Under the heading of Planks it is provided that the specific rate of Haekwan Taels 1.15 p. 1000 superficial feet shall be charged "allowing 10% of each shipment to be tongued and grooved". Any excess of this 10% must pay 5% ad valorem.

Does 10% of each shipment refer to the entire shipment of timber or does it refer to that portion of the shipment composed of planks only?

2° If this 10% allowance refers to planks only then I would like to know what sizes constitute planks and what sizes constitute beams, for the latter are scheduled to pay duty at the specific rate only.

Memphis, Tenn. March 10th 1903

John Goodman, Esq.
United States General Appraiser,
Memphis.

Dear Sir,

With reference to my verbal enquiry for an interpretation of the application of the rate of duty on Timber provided by the new Tariff Act I beg to submit the following question which I would ask you to kindly refer to the proper quarter for settlement.

1st Under the heading of Plants it is provided that the specific rate of Nursery Stock 1.15 p. 100 lbs. imported for planting shall be charged "allowing 10% of such shipment to be rejected and proved" Any excess of this 10% must pay 45% ad valorem.

Does 10% of such shipment refer to the entire shipment of timber or does it refer to that portion of the shipment consisted of plants only?

2nd If this 10% allowance refers to plants only then I would like to know what rate of duty is charged on certain plants and what rate on timber, for the latter are scheduled to pay duty at the specific rate only.

As I am a large importer of Oregon Pine Lumber the interpretation is of much interest to me because the Customs' Authorities here claim that "10% of each shipment" refers to planks only whereas I am in favour of the interpretation that the intention of the 10% allowance was to cover the entire shipment of any specification of lumber, as it is customary here when a specification is made up to add a certain percentage thereof in tongued & grooved for rounding off the specification.

Trusting you will favour me with an official answer on these points as early as possible

I remain, dear Sir,
Yours faithfully,
PER PRO. PAUL BRUNAT.
accountant

CONSULAR BUREAU.

3rd. ASST. SECRETARY.
APR 17 1903

No. 11

CONSULAR BUREAU
RECD
APR 17 '03

Consular Bureau.
APR17 1903

Consulate-General of the United States,

Shanghai Mch 17, 1903.

Mr. Goodnow

To the Department of State.

Subject:

Const cases.

Wm Rogers

Abstract of Contents.

a/c's enclosed (in duplicate)

INDEX BUREAU
APR 20 1903
FILED

No. 4

Consulate-General of the United States,

Shanghai March 12 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith, in duplicate, account of the hearing in the case of W. H. Rogers; and the complaint of the Captain of the "Edward Sewall" vs 5 si sailors.

I am, Sir,

Your obedient servant,

Consul General.

Shanghai March 12 1903.

H. B. M. Consul,

Ningpo.

I send you herewith, in duplicate, account of the hearing in the case of W. H. Rogers and the complaint of the Captain of the "Edward Sewall" vs 5 ea natives.

I am, Sir,

Your obedient servant,

Consul General.

U. S. CONSULAR COURT.

Shanghai, 10th March.

Before JOHN GOODNOW, Esq., U. S. Consul-General, Acting Judicially.

U. S. PEOPLE v. W. H. ROGERS.

William H. Rogers was charged with having been drunk on the Hongkew Wharf on the 9th instant.

In reply to his Honour, the defendant denied that he had been drunk, but admitted that he had been drinking. He said that he was an American citizen, born in 1877. He had been last employed on the transport Burnside, from which he was discharged. He had his discharge papers.

In reply to his Honour, Sergeant Lynch said that Mr. Kelly, who was wharfinger at the Hongkew Wharf, gave the defendant in charge at Wayside Station, and said that the man had been behaving in a peculiar manner. Mr. Kelly found him on the wharf in a state of nudity. The defendant was detained at the Wayside Station through the night, but did not sleep at all. He seemed to be under the impression that he had killed a bluejacket and a marine, and kept talking about it and said that he wished to be punished. He was brought before the Court, as he did not seem to be able to take proper care of himself.

His Honour said he could see what was the matter with the defendant, but did not think it was a case for imprisonment. He would send the defendant back to the Burnside, in charge of a Sikh, with a letter to the captain.

U. S. PEOPLE v. F. W. CARUS, E. ROGERS, G. CONDONEY, J. ROBINSON, and W. RITCHIE.

F. W. Carus, E. Rogers, G. Condoney, J. Robinson, and W. Ritchie, seamen of the sailing vessel Edward Sewall, were charged, on the sworn information of Captain Quick, master of the Edward Sewall, with disorderly conduct on board the said vessel on the 5th instant.

Judge Lamme represented Captain Quick.

Captain Quick's evidence was to the effect that the ship arrived outside the Woosung Bar on Thursday, and that evening he came ashore to arrange about lighters, towage, etc. On his return to the ship next morning, the defendant Rogers came up to him and made some remarks, saying that he (the captain) was the first man to go ashore, and asking if there was any chance of getting paid off here. On witness replying that there was not, Rogers used some offensive terms, and on being told that he would be put in irons if he did not take care, replied that witness dare not put him in irons, neither dare the marines from the Oregon. He had served on a man-of-war and knew. That was all that happened then as far as Rogers was concerned. Rogers did not seem to be drunk; he was working. Witness then went on the poop, and from there saw the defendant Robinson chasing the second mate with a knife. The first mate came between the two men. Neither was hurt at all. Witness then signalled for help to the Oregon, and a detachment of marines came aboard. Five of the men were put in irons.

In reply to his Honour, witness said Rogers had not refused to work. He put him in irons because he was using very offensive language. Robinson was put in irons because of his attack on the second mate. Condoney and Ritchie were put in irons because they were drunk and creating a disturbance, and interfered with the marines from the Oregon. Ritchie also threatened to do for witness before the ship left Shanghai.

William Wilson, second mate on board the Edward Sewall, gave corroborative evidence. He said that Robinson grabbed hold of a belaying pin and threw it at him. Then he grabbed a knife and struck witness with it. It did not leave a mark. He also struck at the first mate who came to stop him. Witness did not know if Robinson was drunk. He had been at work half-an-hour. Some of the men had been drinking. He did not know if they had any whisky on board. Some of the men took Rogers into the forecastle, and he was afterwards ordered out and put in irons. All the defendants were unruly. Witness could not tell one of them to do anything without being told to go to hell.

Royal G. Thompson, corporal of marines, sworn, said that he went on board the Edward Sewall on the 5th instant, with a company of about 20 marines. There was a call for the guard, the Edward Sewall having signalled "Assistance wanted," and witness was sent on board with the marines. Before leaving the Oregon they were told to leave their rifles but to take their revolvers. When they got on board they helped to put four men in irons. Robinson was drunk and wanted to know what he had been put in irons for. None of the men were violent and witness did not hear any of them use offensive language. They were put in irons by the captain's instructions. Robinson was already in irons when the marines arrived.

He did not say more than six words when witness was present. After returning to the Oregon, the marines were signalled for a second time, as the men were said to have broken loose. Some of them had got out of the room where they were confined, but were still in irons. Witness took his orders from Captain Russell.

The prisoners then gave evidence.

F. W. Carus said that on the 5th instant he was told to keep a look-out upon the Chinese to see that they stole nothing. About 11.30 a.m. he saw Rogers speaking to the captain, but did not take any notice as he was not interested. Later, four of them were told by the mate to get Rogers out of the way as he was drunk. Witness and the other three prisoners took Rogers into the forecastle. Witness saw Robinson running about and shouting, "Where's the second mate?" and saw him stab the mainmast with a knife. He did not hurt anyone; he was too drunk to do any harm. Witness went on with his work and later saw the flags hoisted. Shortly afterwards 18 or 20 marines came on board and all hands were ordered aft. Then the prisoners were put in irons.

Eugene Rogers gave a similar account of what happened. He said that he was intoxicated and perhaps raised a little disturbance. He remembered speaking to the captain, but could not remember what happened after that. He had never been in trouble before. He had been 30 years at sea, and 15 years in the Navy. The drink was obtained from a lighterman.

By Judge Lamme—He had been drinking. He started drinking after breakfast, but was not "tight" until about 11 o'clock.

George Condoney corroborated. He saw Rogers speaking to the captain and heard bad language. He went to Rogers and advised him to keep quiet. The others helped him to take Rogers to the forecastle. When Rogers and Robinson were put in irons, witness told the captain to put him in irons too.

William Ritchie gave corroborative evidence, and said that he also asked to be put in irons when he saw his shipmates being treated in that way.

Captain Quick said that the prisoners' statements were more or less correct. Ritchie, however, threatened to take his life.

His Honour told the prisoners that they had no business getting liquor into them; it always meant trouble. They had already been in irons four days. They would be sent back to the ship and would have to pay the Court costs. The costs would be divided equally between them. If they made any trouble again, or talked in an improper manner to their officers, they would be severely punished.

His Honour, addressing Captain Quick, said that he suggested that the captain should forget this trouble and treat the men as though it had not happened. He must take precautions that no liquor should be taken on board.

U. S. CONSULAR COURT.

Shanghai, 10th March.

Before JOHN GOODNOW, Esq., U. S. Consul-General, Acting Judicially.

by the Police

U. S. PEOPLE v. W. H. ROGERS.

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He did not say more than six words when witness was present. After returning to the Oregon, the marines were signalled for a second time, as the men were said to have broken loose. Some of them had got out of the room where they were confined, but were still in irons. Witness took his orders from Captain Russell.

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CONSULAR BUREAU
RECD. APR 8 1903 DEPT. OF STATE

3rd. ASST. SECRETARY.
APR 9 1903

No. 518.

Consulate-General of the United States,

Shanghai March 12 1903. ; 190 .

Consular Bureau
APR 9 1908

Mr. Goodnow,

To the Department of State.

Subject:

Consulates to be under the jurisdiction of the Canton Consulate General.

Cable. To Canton 8 Answ June 6'03

Abstract of Contents.

Enclosing Consul General McWade's letter; Consul Gracey's letter; Consul Wilcox's letter; and Consul General Mansfield's letter.

INDEX BUREAU
JUN 8 1903
FILED

Shanghai March 12 1903.

Sir,

[redacted]

Consulates to be under the jurisdiction
of the Canton Consulate General.

Enclosing Consul General McWade's letter; Consul Greene's
letter;Consul Wilcox's letter; and Consul General
Warfield's letter.

No. 518

Consulate-General of the United States,

Shanghai, March 11t, 190 3

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Replying to your 343 of Dec. 27th, 1902, announcing that Consul McWade has been made Consul General at Canton, and instructing me to consult with him and make a report on what Consulates should be given to that Consulate General; and continuing my No. 505 of Feb. 11th with regard thereto, I beg to report further and fully.

I hand you herewith copies

1- Consul General McWade's No. 1

2- Consul Gracey's No. 934

3- Consul Wilcox's No. 352

4- Letter from H. B. M's Consul General, Shanghai.

1- You will note that Consul General McWade is of the opinion that Amoy, Foochow, and Hankow should be placed under his jurisdiction.

a- With regard to Amoy I agree with him. The business relations of Amoy are all with Southern China. The only regular way to get into and out of Amoy is via Hongkong. Amoy naturally falls under the jurisdiction of Canton.

b- With regard to Foochow, I would ask you to note carefully Consul Gracey's objections to being removed from the jurisdiction of Shanghai. They seem to me conclusive.

No. 2

Shanghai, March 11th, 1905.

Sir,

Replying to your No. 243 of Dec. 27th, 1904, concerning that Consul McWade has been made Consul General at Canton, and instructing me to consult with him and make a report on what Consulates should be given to that Consulate General; and continuing my No. 305 of Feb. 11th with regard thereto, I beg to report further and fully:

I have the honour to be,

Sir,

Your most obedient,

humble servant,

Consul General McWade's No. 1

Consul Dracey's No. 258

Consul Wilcox's No. 248

Letter from H. B. M's Consul General, Shanghai.

1. You will note that Consul General McWade is of the opinion that Amoy, Foochow and Hankow should be placed under his jurisdiction.

2. With regard to Amoy I agree with him. The business relations of Amoy are all with Southern China. The only regular way to get into and out of Amoy is via Hongkong. Amoy naturally falls under the jurisdiction of Canton.

3. With regard to Foochow, I would ask you to note carefully Consul Dracey's objections to being removed from a residential to Shanghai. They seem to be conclusive.

The business relations of Foochow are all with Shanghai. The regular mails are from Shanghai, as the regular steamship communication is with Shanghai, not Hongkong. Should you put Foochow under the jurisdiction of Canton it would make an average delay in the mails with the Department and the Minister of at least twelve days. The establishment of a branch Post Office in Canton would not lessen this delay, as it is a question of a steamship communication. Please also note that the Viceroy at Foochow is over the Provinces of Chekiang, most of which is in this Consular District. It is therefore more convenient in that matter that the Consul at Foochow remain in this jurisdiction. I therefore recommend that Foochow remain in the jurisdiction of Shanghai as Consul Gracey asks.

c- I see in the newspapers that Hankow has been made a Consulate General . If that is true it removes that place from this discussion. If it is not true, I must agree with Consul Wilcox's contention that Hankow should be left in this jurisdiction. Until the Hankow-Canton R'y is completed, in the dim future, there is no communication between Hankow and Canton except via Shanghai. After that R'y is completed the business interests and the natural way from America to Hankow is via Shanghai and the Yangtse River.

d- Please note that the British Consul General of Canton only has supervision of the ports as far North as Swatow.

I dislike very much to differ from Consul General McWade's recommendation. I am very much pleased that he has been made a Consul General; and hope that it is true that Messrs Wilcox and Ragsdale have been made

The business relations of Pocchow are with Shanghai. The regular mails are from Shanghai, as the regular steamship communication is with Shanghai, not Hongkong. Should you put Pocchow under the jurisdiction of Canton it would make an average delay in the mails with the Department and the Minister of at least twelve days. The establishment of a branch Post Office in Canton would not lessen this delay, as it is a question of a steamship communication. Please also note that the Vicarcy at Pocchow is over the Province of Chekiang, most of which is in this Consular District. It is therefore more convenient in that matter that the Consul at Pocchow remain in this jurisdiction. I therefore recommend that Pocchow remain in the jurisdiction of Shanghai as Consul Gracey asks.

c- I see in the newspapers that Hankow has been made a Consulate General . If that is true it removes that place from this discussion. If it is not true, I must agree with Consul Wilcox's contention that Hankow should be left in this jurisdiction. Until the Hankow-Canton R'y is completed, in the dim future, there is no communication between Hankow and Canton except via Shanghai. After that R'y is completed the business interests and the natural way from America to Hankow is via Shanghai and the Yangtze River.

d- Please note that the British Consul General of Canton only has supervision of the ports as far North as Swatow.

I dislike very much to differ from Consul General McBride's recommendation. I am very much pleased that no man been made a Consul General; and hope that it is true that Messrs Wilcox and Magoole have been made

Consuls General; as that will relieve this overburdened office. I therefore have gotten the views of the Consuls in charge at Foochow and Hankow; with which I am forced to say I agree.

I am, Sir,

Your obedient servant,

John Goodnow.

Consul General.

Consul General; as that will relieve this overburdened office. I therefore have gotten the views of the Consuls in charge at Tacoma and Nanaimo, with which I am forced to say I agree.

I am, Sir,

Your obedient servant,

John Meakes

Consul General.

COPY.

No.1.

Consulate General of the United States
of America.

Canton, China, Feb. 16.1903.

Hon. John Goodnow,
U. S. Consul General,
Shanghai.

Sir and Colleague:-

I have just received your despatch No. 6092, dated Shanghai Feb. 11. 1903, in re instructions of the Department of State concerning the offices in South China to be placed under the jurisdiction of Canton.

I am sorry that I was unable to meet you in Shanghai and can assure you that your temporary absence was a disappointment to me, as well as to my wife and daughter, for we all looked forward with more than pleasant anticipatdons, to a cordial "reunion" of our respective families.

With regard to the portion of the Chinese Empire that should come under my jurisdiction, I am decidedly of opinion that you will retain the northern whilst I will have supervision of the southern provinces. We can easily and readily arrange the line of division. Another thing, as the American Railway, from Canton to Hankow, has, from the outset, been under my especial care and I am thoroughly posted as to its requirements and necessities its construction, as far as Hankow, will logically and with all propriety, remain under my official charge. To prevent the possibity of a "mix-up" or of trouble of any sort, its entire route, from Canton to Hankow, should, therefore, be within my jurisdiction. As our arrangement is intended to be permanent it would, I venture to suggest, be unwise to wait until the Canton-Hankow Railway is built before placing Hankow under Canton.

My territory in that event should include Hupeh and Szechuen and be bounded on the north-east

No. 1.

Consulate General of the United States
of America,

Canton, China, Nov. 10, 1903.

Hon. John Hay,

Secretary of State,

Washington.

Sir:-

I have just received your despatch
No. 6732, dated December 5th, 1903, in re instruction
of the Department of State concerning the offices to which
China is to be raised under the Presidency of Cantonese.

I am sorry that I was unable to meet
you in Shanghai, and deeply regret that your temporary
absence was a disappointment to me, as well as to my wife
and daughter, for we all looked forward with more than
pleasant anticipations, to a mutual "reunion" of our
respective families.

Chinese Empire that should come under my jurisdiction, I
am positively of opinion that you will retain the services
of Mr. Read. I will have supervision of the southern provinces.
We can easily and readily arrange the line of division.
Another thing, as the Kowloon Railway, from Canton to
Hankow, has, from the start, been under my special care
and I am thoroughly posted as to its requirements and
possibilities the concessions, as far as China, its legis-
lature and with all property, rights under my control
there. To prevent the possibility of a "slip-up" or
trouble of any sort, the entire route, from Canton to Hankow,
should, therefore, be within my jurisdiction. As our
Government is interested to the foremost it would, I venture
to suggest, be proper to wait until the Canton-Hankow
Railway is built before placing Hankow under Canton.

by the provincial line between Chekiang and Fukien.

I am anxious to meet your views in this important matter so far as practicable and will do all that I can in that direction.

So far as mail facilities are concerned, it will be necessary to organize and establish an American branch post office in Canton. Great Britain, France and Germany have their respective post offices here. So too should the United States, for we transact five times more business than all the other foreign representatives combined.

Until the arrival of Mr. Langhornes successor, I will be unable to leave Canton for a conference with you and will be delighted if you and Mrs. Goodnow will pay us a visit. We will do our utmost to make your stay a pleasant one and to show our appreciation of your goodself and your better half.

Need I say that I thank you heartily for your kind congratulations over my promotion and your very flattering commendation of my services? You and I have always been true friends and it is my earnest desire that we shall continue to be so until time for us shall be no more.

Iam, Sir and Dear Colleague,

Your obedient servant,

(Signed) Robert M. McWade.

U. S. Consul General.

C O P Y.

No.934.

Consular Service U. S. A.

Fuchau, China, Feb. 18th 1903.

Hon. John Goodnow,

U. S. Consul General,

Shanghai.

Sir:-

I have the honor to acknowledge receipt of your despatch No.6097 of the 14th inst. inquiring whether in my judgment this Consulate should be placed under the new Consulat Generalship recently established at Canton., or remain as at present under that of Shanghai. In reply I would say, I have in a previous despatch to you, presented my protest against having this Consulate placed under the administration of the Canton Consul General. The reasons for this are found in the fact that all our American mail communications are via. Shanghai, at which place our mails out or in, are delivered in from 36 to 48 hours. Canton would be entirely out of the way, and any letters or despatches sent to Washington or Peking via. Canton would have to go first south to Hongkong, and be delayed in transferring and sending still further away from a direct route, by going to Canton, and would usually require 14 to 16 days to reach Shanghai on their way either to the Legation or the State Department, and if they failed to make close connections with steamers at Hongkong much longer delays would occur. This has been demonstrated in the history of this Consulate, as all our American mails were sent via Hongkong until about five years ago, when we succeeded in having it transferred via. Shanghai, with a gain of many days in its delivery here. Furthermore, the community of interests of Americans living at Foochow is entirely with Shanghai and the Northern ports and not in the least with Canton. It would be a very inconvient and unnatural arrangement to connect us with Canton. I therefore request that this Consulate may be continued under the

Shanghai Consul General.

I am,

Sir,

Your most obedient servant,

(Signed) Samuel L. Gracey.

Consul.

C O P Y .

No. 352.

CONSULAR SERVICE, U. S. A.

Hankow, March 2 1903.

Hon. John Goodnow,

U. S. Consul General,

Shanghai.

Sir:

Your note of Feb. 24th requesting my opinion which jurisdiction Hankow should be in, Canton or Shanghai received.

Yes I was informed by Consul Harris of Nagasaki that Canton had been made a Consulate General. I do not think there is much ground for argument as to which. The trade relations at the present time makes Shanghai the proper selection in my opinion.

I have the honor to be,

Sir,

Your obedient servant,

(Signed) L. S. Wilcox.

Consul.

Copy.

H. B. M's Consulate General,

Shanghai, March 7. 1903.

Dear Goodnow:

The Canton Consulate General has a limited degree of supervision over Kuingchow, Pakhoi, Swatow and the West River ports. That is they have to send all their communications to the Viceroy through the Consulate General under flying seal.

This is a new departure and going to be extended I believe. How far control goes is not yet I think clearly laid down.

Yours sincerely,

(Signed) R. W. Mansfield.

CONSULAR BUREAU.
4
1903
DEPARTMENT of STATE

Consular Bureau.

MEMORANDUM.

Mr. Peirce,

It seems to me that Mr. Goodnow gives good reasons for not placing Tuchau under the jurisdiction of Canton, and I suggest, therefore, that his report on the subject be approved and that the district of the Canton Consulate General be defined as including Amoy, but not Tuchau.

W. J. C.

APPROVED,
H. N. D. T.

No. 519

Ready Sep

Consulate-General of the United States,

Shanghai March 1903.

Secretary of State. APR 30 1903

ASSISTANT SECRETARY, APR 08 1903

Mr. Goodnow

To the Department of State.

Subject:

Judiciary in China

Ack'd by mail 5/3/03.

Abstract of Contents.

INDEX BUREAU MAY 15 1903 FILED

No. 519.

Consulate-General of the United States,

Shanghai March24 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to call your attent ion to the constantly increasing number of cases before this Court. With the growth of American business; the increasing numbers of Americans here; and the care of the yilipinos here, it is certain that the work of the Court must increase to still larger proportions.

I therefore beg to recommend that you begin such investigation as you may desire to decide what change you will make in the judicial system in China to meet the changed conditions. By the time you can formulate a plan and get necessary legislation a change from present methods will be imperative.

I suggest, tentatively, two methods.

1- to appoint a Judge whose jurisdiction will extend over China, leaving to the Consuls only preliminaries and certain minor cases. That is the present British method.

2- the appointment of a Consul here, giving the Consul General judicial powers. This is the general method here and was the British method until recently. This might be an economy of labor.

If you desire a full report and recommendation, I will be glad to write one.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

Shanghai March 24 1903.

H. H. D. Peirce.

I beg to call your attention to the constantly increasing number of cases before this Court. With the growth of American business; the increasing numbers of Americans here; and the care of the Filipinos here, it is certain that the work of the Court must increase to still larger proportions.

I therefore beg to recommend that you begin such investigation as you may desire to decide what change you will make in the judicial system in China to meet the changed conditions. By the time you can formulate a plan and get necessary legislation a change from present methods will be imperative.

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2- the appointment of a Consul here, giving the Consul General judicial powers. This is the general method here and was the British method until recently. This might be an economy of labor.

If you desire a full report and recommendation, I will be glad to write one.

I am, Sir, your obedient servant,

Consul General.

No. 4

CONSULAR BUREAU
NOTED

CONSULAR BUREAU
RECD.
APR 27 '03
DEPT. OF STATE

Consulate-General of the United States,

Shanghai Mar 25, 1903.

Mr. Goodnow

To the Department of State.

Subject: Deaths

J. Navy May 8/03

Abstract of Contents.

F. A Hosler USN U.S. Navy
L A Leitz "
J. B. Arthur ——— Sailor USN.
form 192 enclosed in each case

INDEX BUREAU
MAY 8 1903
FILED

No. 4

Consulate-General of the United States,

Shanghai March 25 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith(in duplicate) the forms for the death of F. A. Hesler, U. S. N.; L. A. Seitz, U. S. N.;and James C. Arthur.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Enclosures as stated.

Shanghai March 25 1905.

H. B. M. Minister.

I hand you herewith(in duplicate) the forms for the death of T. A. Healey, U. S. N.; L. A. Seitz, U. S. N.;and James C. Arthur.

I am, Sir,

Your obedient servant,

Consul General.

Enclosures as stated.

(Form No. 192.)

CONSULAR BUREAU
NOTED.

Report of the Death of an American Citizen

Consular Service, U. S. A.

Shanghai March 25, 1903

Name: Frederick a Berler

Native or naturalized: [illegible]

Date of death: March 11 1903

Place of death: at sea on C.P. Str Empress of Japan

Cause of death: asthenia due to Tetanus

Disposition of remains: buried in Bubbling Well Cemetery

Local law as to disinterring remains in case it is desired to bring them home:

none

Disposition of effects:

none

Address of family: —

Family notified: —

Accompanied by relatives: —

This information, inventory, accounts, etc., recorded in ~~Miscellaneous~~ department Record Book, page 383

Remarks: Dr Berler was a Surgeon in the U.S. Navy and all care of the burial and effects was taken by the Senior Naval Officer present

John Goodnow

[SEAL.]

Consul-General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No.....in despatch

No.....

....., 190.....

(FORM NO. 192.)

NOTED.

Report of the Death of an American Citizen

Consular Service, U. S. A.

Shanghai March 25 1903

Name: Lewis Albert Seitz

Native or naturalized: natin

Date of death: March 22 1903

Place of death: Shanghai General Hospital

Cause of death: pneumonia

Disposition of remains: buried in Bubbling Well Cemetery

Local law as to disinterring remains in case it is desired to bring them home:

none

Disposition of effects: in charge of Commander of the USS Wilmington

Address of family: —

Family notified: —

Accompanied by relatives: —

This information, inventory, accounts, etc., recorded in Dispatch ~~Miscellaneous~~ Record Book, page 386

Remarks: Sailor in USS Navy

Everything taken charge of by the Senior Naval Officer present.

John Goodnow

[SEAL.]

Consul-General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No......*in despatch*

No......

....., 190.....

CONSULAR BUREAU.
NOTED

(FORM NO. 192.)

Report of the Death of an American Citizen

Consular Service, U. S. A.

Shanghai March 23 1903

Name: James Campbell Arthur

Native or naturalized: naturalized Peirce Co, Washington Jan 30 1902

Date of death: March 11 1903

Place of death: on US Naval Collier "Pompey" near Shanghai

Cause of death: chronic valvular heart disease

Disposition of remains: Bubbling Well Cemetery

Local law as to disinterring remains in case it is desired to bring them home:

none

Disposition of effects: taken care by family (wife & son) living in Shanghai

Address of family: Shanghai China

Family notified: Yes

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in ~~Miscellaneous~~ Record Book, page 387

Remarks:

John Goodnow

[SEAL.]

Consul-General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No......*in despatch*

No......

....., *190*.....

No. 446

Note

CONSULAR BUREAU
RECD.
APR 27 '03
DEPT. OF STATE.

ASSISTANT SECRETARY,
APR 29 1903

Consulate-General of the United States,

Shanghai March 27, 1903.

Mr. Goodnow

CONSULAR BUREAU
NOTED.

To the Department of State.

Subject:

Consuls Imperial Ans by Imp May 8/03

Abstract of Contents.

Re D.A. Lamola
"Thelma Morton"

INDEX BUREAU
MAY 9 1903
FILED

No. 4

Consulate-General of the United States,

Shanghai March 27 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate) accounts of Coroner's inquests on S. Akamota and Thelma Newton.

The body and effects of Akamota were taken in charge by the Japanese Consul General. Miss "Newton" was buried here and an Administrator of her estate will be appointed as soon as I can get her true name.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Enclosures as states.

Shanghai March 27 1903.

H. M. S. Petrel.

I hand you herewith (in duplicate) accounts of Coroner's inquests on S. Akamota and Thelma Newton.

The body and effects of Akamota were taken in charge by the Japanese Consul General. Miss "Newton" was buried here and an Administrator of her estate will be appointed as soon as I can get her true name.

I am, Sir,

Your obedient servant,

Consul General.

Enclosures as stated.

CONSULAR BUREAU
NOTED.

U. S. CONSULAR COURT.

INQUEST.

Shanghai, 25th March.

Before JOHN GOODNOW, Esq., Consul-General, Acting Judicially, and Messrs. W. D. HILLS, H. W. ANDREWS, E. C. JANSEN, and LEON MOOSER (Jurors).

This was an inquiry into the circumstances attending the death of S. A. Kamota, a cabin boy on the barkentine Hawaii.

From the testimony of members of the crew it appeared that the deceased was found apparently dead on board the Hawaii on Tuesday last. A warship lying close by was signalled to and some marines and a doctor were at once sent on board. Deceased, however, was quite dead when discovered. He had made a frightful gash in his stomach with a knife, and death must have been instantaneous. The dead man was about 22 years of age and his motives for committing suicide are unknown.

The jury found that he came to his death by his own hand.

CONSULAR BUREAU
NOTED

U. S. CONSULAR COURT.

INQUEST.

Shanghai, 25th March.

Before JOHN GOODNOW, Esq., Consul-General, Acting Judicially, and Messrs. W. D. HILLS, H. W. ANDREWS, E. C. JANSEN, and LEON MOOSER (Jurors).

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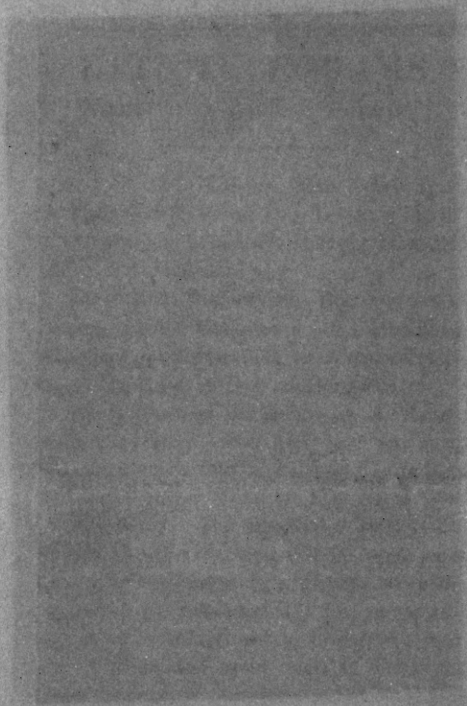


CONSULAR BUREAU,
NOTED.

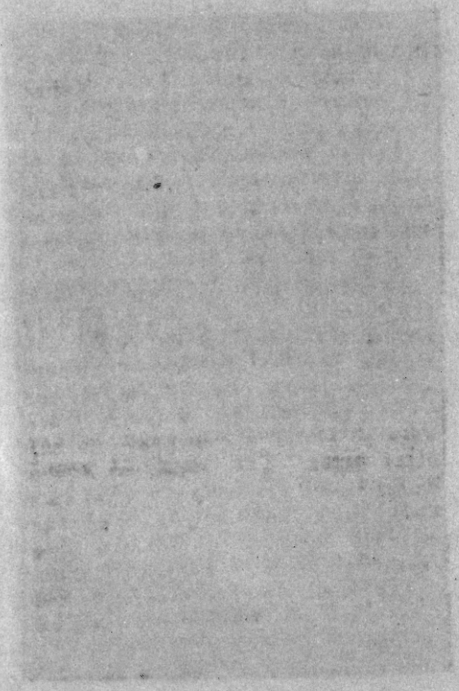
Shanghai, 22nd March.

Before the Hon. John Goodnow, U. S. Consul-General, and Messrs. C. H. Evans, J. S. Denver, J. Dow and J. Sarrazin, jurors.

An inquest was held at the U. S. Consulate General at 1.30 p.m. to day on the body of Miss Thelma Newton who was found dead at her residence on Saturday morning.

Dr. Rossome, U. S. Medical Officer at Shanghai, sworn stated that he assisted at the post mortem examination of the body of the deceased. There were no traces of laudanum in the stomach sufficient to cause death. There were no traces of laudanum in any other organ. The punctured wound on the breast was about a quarter inch deep, but it had not penetrated any muscles. He was of opinion that death was caused by acute alcoholism.

The jury without retiring returned a verdict according to the medical testimony.



CONSULAR BUREAU.
NOTED.

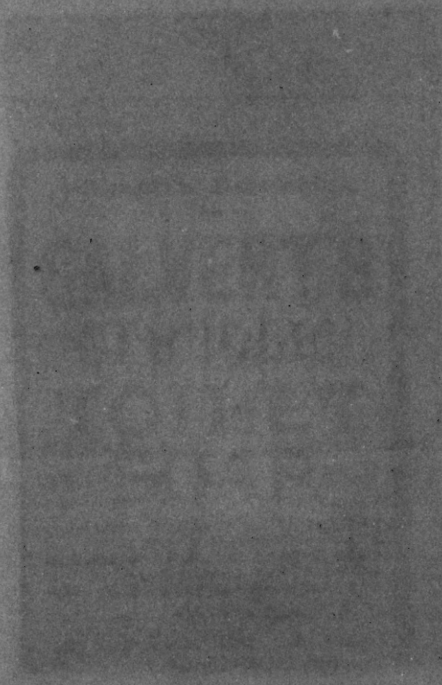
Shanghai, 23rd March.

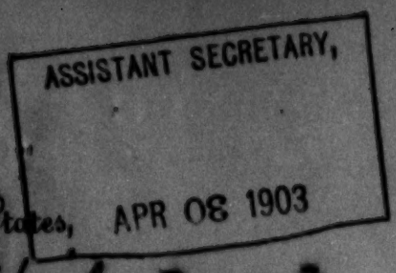
Before the Hon. JOHN GOODNOW, U. S. Consul-General, and Messrs. C. H. BLAKE J. S. DOOLEY, J. Dow and J. SUFFERT, jurors.

An inquest was held at the U. S. Consulate General at 1.30 p.m. today on the body of Miss Thelma Newton who was found dead at her residence on Saturday morning.

Dr. Ransome, U. S. Medical Officer at Shanghai, sworn stated that he assisted at the post mortem examination of the body of the deceased. There were no traces of laudanum in the stomach sufficient to cause death. There were no traces of laudanum in any other organ. The punctured wound on the breast was about a quarter inch deep, but it had not punctured any muscles. He was of opinion that death was caused by acute alcoholism.

The jury without retiring returned a verdict according to the medical testimony.





No. 520.

Consulate-General of the United States,

Shanghai April 7, 1903.

Mr. Goodnow

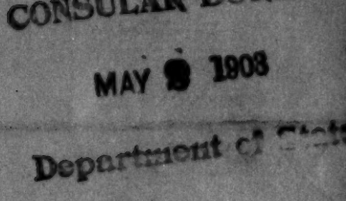
To the Department of State.

Subject:
Visit to Viceroy at Nanking.

Acd May 11-1903. H. H. Conger
May 12, 1903. file

Abstract of Contents.

Enclosing copy of dispatch to Minister Conger.



No. 520.

Consulate-General of the United States,

Shanghai April 2 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to report that I left Shanghai for Nanking on March 28th, and returned to Shanghai in the morning of March 31st. I enclose herewith copy of my #485 to the U. S. Minister at Peking as an account of my call on the Viceroy.

I ask your approval of my absence.

I am, Sir, your obedient servant,

John Goodnow
Consul General.

one enclosure.

No. 520.

Consulate-General of the United States,

Shanghai April 2 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to report that I left Shanghai for Nanking on March 28th, an d returned to Shanghai in the morning of March 31st. I enclose herewith copy of my #485 to the U. S. Minister at Peking as an account of my call on the Viceroy.

I ask your approval of my absence.

I am, Sir, your obedient servant,

John Goodnow
Consul General.

one enclosure.

320.

Shanghai April 2 1903.

H. B. M. Minister,

Peking.

I have to report that I left Shanghai for Nanking on March 26th, and returned to Shanghai in the morning of March 31st. I enclose herewith copy of my pass to the U. S. Minister at Peking as an account of my call on the Viceroy.

I ask your approval of my absence.

I am, Sir, your obedient servant,

Consul General.

One enclosure.

Copy

No. 485.

CONSULATE-GENERAL OF THE UNITED STATES

OF AMERICA.

April 2 1903.

SHANGHAI, _____ 190 .

HON. E. H. CONGER,

E. E., AND M. P., U. S. A.

PEKING.

SIR:—

I called on the Viceroy at Nanking on March 20th, with Consul Martin and Vice Consul General Hykes.

Viceroy Wei is 65 years old but is as vigorous as the average Chinese at 50. His manner is mild and pleasing. He seems anxious to be on good terms with foreigners, although he has never before had anything to do with them. He is exceedingly cautious and impresses me as not likely to do anything until he has fully understood the subject in all of its bearings. He will be conservative rather than progressive. The Chinese say that he will pay much more attention to Chinese matters than to foreign. His reception of us was all that could be asked, in point of polite courtesy.

After paying him my respects, I found by conversation that he knows nothing about the Treaty negotiations. I asked him about the Conservancy Board appointment. He said that he wanted fuller knowledge in the matter before he acted; and that he would be in Shanghai in May and would investigate that among other matters. This was all I could get out of him in that matter.

I arranged for him to tiffin with me when in Shanghai, and that he would then take up the matter "for discussion". I would suggest that if pressure is brought on him from Peking before that time, we can perhaps get the appointment made then.

I am, Sir, Your obedient servant,

John Goodnow

Consul General.

April 2 1902.

I called on the Viceroy at Nanking on March 30th, with Consul Martin and Vice Consul Bonsal Hayes.

Viceroy Wei is 65 years old but is as vigorous as the average Chinese at 50. His manner is mild and pleasing. He seems anxious to be on good terms with foreigners, although he has never before had anything to do with them. He is exceedingly cautious and impresses me as not likely to do anything until he has fully understood the subject in all of its bearings. He will be conservative rather than progressive. The chinese say that he will pay much more attention to Chinese matters than to foreign. His reception of us was all that could be asked, in point of polite courtesy.

After paying him my respects, I found by conversation that he knows nothing about the Treaty negotiations. I asked him about the Commissary Boards appointment. He said I at he wanted further knowledge in the matter before he acted; and that he would be in Shanghai in May and would investigate that among other matters. This was all I could get out of him in that matter.

I arranged for him to settle with me when in Shanghai, and that he would then take up the matter "for discussion". I would suggest that if pressure is brought on him from Peking before that time, we can perhaps get the appointment made then.

I am, Sir, Your obedient servant,

Consul General.

Mr. Goodnow's No. 520 to the Assistant Secretary of State, of April 2, 1903.

MEMORANDUM

Dear Mr. Loomis:

In acknowledging this despatch I think Mr. Goodnow should be told, if he has not been already, of the various instructions sent by the Secretary to our Minister at Peking within the last six months, urging the appointment of the Chinese commissioners on the Whangpu Conservancy Board. Copy of these instructions should, I think, be given Mr. Goodnow for his guidance.

We have assumed up to the present time that it was necessary that the Chinese Government should appoint its members on the Conservancy Board. I am not at all sure that it is necessary that it should, for in Annex 17 of the Final Protocol of Peking of September 7, 1901, it is stipulated by Articles IV and V that the

No. 489.

April 2 1902.

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Viceroy Wei is 65 years old but is as vigorous as the average Chinese at 50. His manner is mild and pleasing. He seems anxious to be on good terms with foreigners, although he has never before had anything to do with them. He is exceedingly cautious and impresses me as not likely to do anything until he has fully understood the subject in ALL of its bearings. He will be conservative rather than progressive. The Chinese say that he will pay much more attention to Chinese matters than to foreign. His reception of us was all that could be asked, in point of polite courtesy.

After paying him my respects, I found by conversation that he knows nothing about the Treaty negotiations. I asked him about the Conservancy Board appointment. He said that he wanted further knowledge in the matter before he acted; and that he would be in Shanghai in May and would investigate that among other matters. This was all I could get out of him in that matter.

I arranged for him to affix with me when in Shanghai, and that he would then take up the matter "for discussion". I would suggest that if pressure is brought on him from Peking before that time, we can perhaps get the appointment made then.

I am, Sir, Your obedient servant,

Consul General.

Taotai of Shanghai and the Commissioner of the Imperial Maritime Customs at Shanghai are ex officio members of the Board, and that "they shall hold office as long as they fill the position by virtue of which they sit on the Board." I should imagine, therefore, that it might be possible to organize the Board by notifying these officers that they are members of it, and requesting that the Board be called, under provisions of paragraph VIII, for the purpose of commencing its work.

It might do to make the above suggestion to Mr. Goodnow, and authorize him, if he deems it advisable, to submit it to the consideration of his colleagues who are to serve with him on the Board.

M. W. Rodewald

May 1, 1903.

CONSULAR BUREAU.

RECEIVED MAY 12 1903 DEPT OF STATE

3rd ASST. SECRETARY. MAY 13 1903

No. 2

CHIEF CLERK MAY 13 1903 Department of State

Consulate-General of the United States,

Shanghai Apl 14, 1903

Mr. Gardner

To the Department of State.

CONSULAR BUREAU MAY 13 1903 Department of State.

Ans by ltr May 14/03

Subject:

Court cases

in regard to the case of Jos. F. Geller vs The American Trading Co

Abstract of Contents.

2 ltrs Geller vs A.T.Co

INDEX BUREAU MAY 13 1903 FILED

No.=

Consulate-General of the United States,

Shanghai April 17, 1903.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate) cases
L. L. Miller vs American Trading Co
" " "

I am, Sir, your obd't servant
John Goodnow
C.G.

U. S. CONSULAR COURT.

Shanghai, 23rd March

Before JOHN GOODNOW, Esq., Consul-General, Acting Judicially, and Messrs. C. McCASLIN and A. T. OSGOOD, (Assessors).

JOSEPH E. GILLER v. THE AMERICAN TRADING COMPANY.

There were two actions between these parties, (1) to rescind a contract, (2) for breach of contract. Mr. C. F. Curtis appeared for the plaintiff and Judge E. H. Lamme for the defendant.

In his petition plaintiff stated that he was a Russian citizen while defendants were an American firm of Agents and Commission Merchants doing business at Nos. 2 and 4 Hankow Road, Shanghai. It was alleged that defendants in their capacity of agents represented to plaintiff that the s.s. Protector was on the market open to charter, and that they would negotiate the chartering of her for the plaintiff in consideration of 2½ per cent commission on the actual charter price; further that defendants represented to plaintiff that 2,000 tons of cargo could be obtained for the Protector for shipment to northern ports if plaintiff chartered her at Hongkong; that plaintiff entertained the proposal; that the defendants falsely and fraudulently represented that they had chartered the Protector on the terms named for three months at $10,000 per month from the date of taking over, whereas in truth and in fact the chartering price was $9,750 per month; that the cargo could not be procured at Hongkong and that the Protector was compelled to sail to Shanghai without the promised cargo. It was also alleged that plaintiff did charter the Protector and took possession of her at noon on the 31st August, 1901, and did pay to defendants on 24th August, 1901, through the Russo-Chinese Bank Mex. $5,000 on account of the said charter. Wherefore it was prayed that the contract entered into by plaintiff through the alleged false and fraudulent representations should be declared null and void and that judgment be given against the defendants for the Mex. $5,000 with interest and costs and such further relief as to the Court might seem meet.

On the second cause of action plaintiff in his petition alleged that on the 23rd August, 1901, plaintiff and defendants entered into an agreement to transact business in legitimate goods to be sold in Port Arthur, Vladivostock and Nikolaevsk. Giller was to supply the Company with lists of goods which they were to purchase in the best available markets. Article 2 stated: "Giller contributes a sum equal to 15 per cent of the cost including freight and insurance and all other charges up to arrival at port of destination, at the time he places the orders, and the American Trading Co. contribute the balance of 85 per cent, and Giller agrees that during 6 months from date he will order goods to the extent of about Rs. 250,000 in c.i.f. value; also that in case of losses arising from the sale of the said goods, he guarantees the loss, and all profits arising from the sale of such goods are divided equally, that is 50 per cent to Giller and 50 per cent to the American Trading Co. On additional orders Giller was to put in for the purchase capital 15 per cent; to have the option of carrying the goods on his or chartered steamers, at the existing rates of freight, which were to be added to the original invoices with insurance, discharging charges, etc. On the arrival of the goods at the ports the Trading Company were to store them in godown or deliver to purchasers and to manage all accounts for six months, during which time no interest was to be charged on expended capital. Giller on his part was to use all his influence to sell the goods. If by mutual agreement the business were discontinued the Trading Company were to make good their 85 per cent and Giller his 15 per cent and afterwards to divide any profit. For the capital put in by Giller the Trading Company were to allow him 6 per cent per annum. Commission on goods bought by the Trading Company at Giller's or his representatives' orders was to be charged on the goods at the rate of 2½ per cent to the invoices.

It was pleaded by plaintiff that he was always ready to perform his part of this agreement and that on 1st November, 1901, O.S., he paid defendants Roubles 5,000 for the shipment of certain goods under the contract; that afterwards, without any just cause defendants declined to ship these goods but appropriated the Rs. 5,000 to their own use. Plaintiff alleged further that he entered into relations with third parties at Vladivostock for the delivery of these goods and through defendant's breach of the contract he was unable to fulfil his contract to these third parties to whom he was answerable in damages. Plaintiff claimed that he had been damaged to the extent of Mex. $65,666.67 and asked for judgment accordingly.

Additional claim made on the first cause of action for the cost of coal and of its delivery on board the Protector, making the total claim on the first cause $10,939.46.

Defendants' answer denied that the s.s. Protector was on the market and that they acted as agents for plaintiff in chartering it at a commission; also that they guaranteed a cargo at Hongkong. They denied false and fraudulent representations to the plaintiff and contended that the relationships with plaintiff were all of a businesslike nature. They filed

(2)

the charterparty for the s.s. Protector and maintained that they complied with every provision therein; while plaintiff had not complied with his obligations under it. They denied that plaintiff took possession of the Protector and that they received Mex. $5,000 on account of the charter.

In regard to the second action defendants admitted the agreement, of which they put in the original; denied that plaintiff had always been willing to perform his part, and while admitting benefit of the Rs. 5,000 said they gave all just and proper credit for it. They denied that by their action plaintiff had been damaged with third parties at Vladivostock. In further answer they said they had always been willing to perform their part under the charterparty and contract but that plaintiff, though frequently asked, had failed to perform the obligation on him; that they had sought to adjust the differences by arbitration; that they had treated plaintiff in a businesslike and honorable manner and charges against them of having misled him in any particular were wholly unwarranted and utterly false. Finally that by reason of the failure of plaintiff to perform his obligation the plaintiff was indebted to defendants in the sum of Tls. 13,100, which sum they pleaded as a counterclaim.

Mr. Curtis rehearsed the evidence, which he proposed to bring forward at length.

Thomas A. Standring, a clerk in the "North-China Daily News" office, produced the copy of an advertisement published in that paper between 3rd and 9th August, 1901, wherein plaintiff sought to buy or charter a steamer.

It was admitted that negotiations between the parties arose from this advertisement.

J. C. Epperly, formerly an employee of the defendant Company, said he was sent by Mr. Frank E. Ball, the manager of the Company at that time, to see a Mr. Serenbrenik, to engage his services as interpreter in negotiations with plaintiff. He was proceeding to describe the preliminary proposals—when His Honour remarked that the charterparty in writing superseded all oral arrangements made earlier. On the same ground His Honour subsequently ruled out questions seeking for information of verbal agreements which were said to have been made by witness, acting on behalf of the defendant Company, through the interpreter Serebrenik with plaintiff.

Mr. Curtis argued that the contract had been obtained by misrepresentation and that it was only by showing what took place before the contract was signed that he could invalidate the contract, but the Court overruled his objections, again and again.

Olaf Thoresen who made the charterparty with the American Trading Co. said he allowed defendants 2½ per cent commission on the chartering of the Protector so that the amount actually paid was not $10,000 a month, but only $9,750. Under cross-examination witness said the chartering of the steamer was done direct by Giller, through the interpreter Serebrenik and another man named Zimmerman, and that the defendants were not mentioned between them.

Alexander Serebrenik said that early in August 1901 a representative of the American Trading Co. approached him to act as interpreter to enable them to do business with plaintiff. Witness's conversations with Epperly and Giller were ruled out as irrelevant and incompetent.

Mr. Curtis again urged that to prove misrepresentation in respect of both charter party and contract he must relate what happened before they were signed.

[illegible] Honour ruled that [illegible] questions could be answered [illegible] in the charterparty and the [illegible] contract and [illegible] witness [illegible] bills, invoices and receipts which had passed between the parties and were put in evidence.

[illegible] Zimmerman, a merchant of Chefoo, said he was present with plaintiff, at defendant's office, when their manager, Mr. Edwards, said he would [illegible] Hongkong and see if the Protector were chartered from there, if it would not be possible to get some cargo for her for the northern ports. A few days later Mr. Edwards told him he could get 2,000 tons of freight for the boat. Witness was then sent to Hongkong, but on arriving there found the promised freight had gone. Another lot was promised but that also went by another boat and eventually the Protector had to come to Shanghai without freight. Questions relating to the commission to be allowed on the chartering and on the freight were ruled out by the Court and the hearing was adjourned till next morning.

U. S. CONSULAR COURT.

Shanghai, 24th March.

Before JOHN GOODNOW, Esq., Consul-General, Acting Judicially, and Messrs. C. MCCASLIN and A. J. OSGOOD, (Assessors).

JOSEEF E. GILLER *v.* THE AMERICAN TRADING COMPANY.

The hearing of the two actions between these parties was resumed. Mr. G. F. Curtis appeared for the plaintiff and Judge Lamme for defendants.

On the application of Mr. Curtis, His Honour ordered the production in Court of all papers and documents of the defendants

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relating to the contract in force between the 27th October, 1900 and the 10th September 1901; also copies of all documents sent to Zimmerman as agent for plaintiff. In regard to the firm's books, he did not think it necessary to upset defendants' business for two days or more by requiring their presence in Court, but abstracts could be made of the parts wanted and they would be verified.

Mr. Zimmerman, who was on the stand when the Court rose over night, said that when he went down to Hongkong to bring up the Protector, he was simply told in Messrs. Shewan Tomes' office there that there was no cargo for the boat. No explanation was given him.

Questioned by His Honour, witness said he understood Mr. Edwards to have definitely guaranteed a freight at Hongkong; otherwise plaintiff would not have chartered the boat from there.

In reply to Mr. Osgood, witness said there was some little delay before he was recognised at Hongkong as plaintiff's agent; that was due to the fact that the power of attorney given him did not come into force until the end of the month and he arrived a few days early.

Cross-examined by Judge Lamme, witness said he had a third share in the chartering of the steamer with the plaintiff.

Plaintiff was called and gave evidence in Russian. He was described as a merchant, specially doing business at tea, a government contractor and a merchant of the first grade. His chief offices were said to be at Chita and Odessa. He stated that in August 1901 he was in Shanghai wanting to charter a steamer. Mr. Serebrenik called on him and took him to the American Trading Company's offices. He did not want to go there, because of a previous dispute with the firm.

Judge Lamme objected to the latter statement.

Mr. Curtis said he wanted to prove that defendants used a third party to bring plaintiff's business back to them.

Witness, continuing his evidence, said that in the office Mr. Edwards told him he could offer him a steamer at Hongkong and said he would telegraph there and see if any freight could be obtained for it. A few days later at the defendants' office, Mr. Edwards told him there was 2,000 tons of cargo to be obtained at Hongkong, and he sent Mr. Zimmerman down to Hongkong to take over the steamer. But for the freight he would not have signed the Charter Party, as he wanted the steamer in Shanghai and not at Hongkong. Mr. Edwards guaranteed the cargo and even gave the price per ton for it, but witness had forgotten what the price was. Mr. Edwards wanted 3 per cent on the charter price, but plaintiff insisted on the commission being 2½ per cent, which was agreed to. When Mr. Zimmerman brought plaintiff the Charter Party to sign, the latter urged him to see that the commission to be charged this time should really be 2½ per cent and not 5 per cent as on a previous occasion. Plaintiff's signature was attached to the contract produced, which Mr. Serebrenik had read over to him and told him that the cost of chartering the steamer was $10,000 a month.

Mr. Curtis wished to know if Mr. Serebrenik said that the actual price of the Charter Party was $10,000 a month but the question was ruled out.

His Honour pointed out that there was no mention of commission in the Charter.

Mr. Curtis offered to show by the witness that he was induced to sign the Charter Party as principal with the American Trading Company as his agents at a commission of 2½ per cent on the actual cost price, by the misrepresentations of the agent of the defendant company.

His Honour overruled any attempt to vary the terms of the Charter Party by any oral arrangement. The Court also drew attention to the fact that even if the evidence showed that the consideration per month on the Charter Party was 2½ per cent, that intention was carried out in the Charter Party as signed; the cost price as shown in the exhibits before the Court being $9,750, while the price charged to Mr. Gliler was $10,000, which was practically $9,750 plus 2½ per cent. The Court further noted that the Charter Party, signed by and binding on both parties, contained no mention of commission. The Court ruled once and for all that the Charter Party was a binding document which could not be varied by any subsequent bill or document from either party, unless accepted by the other.

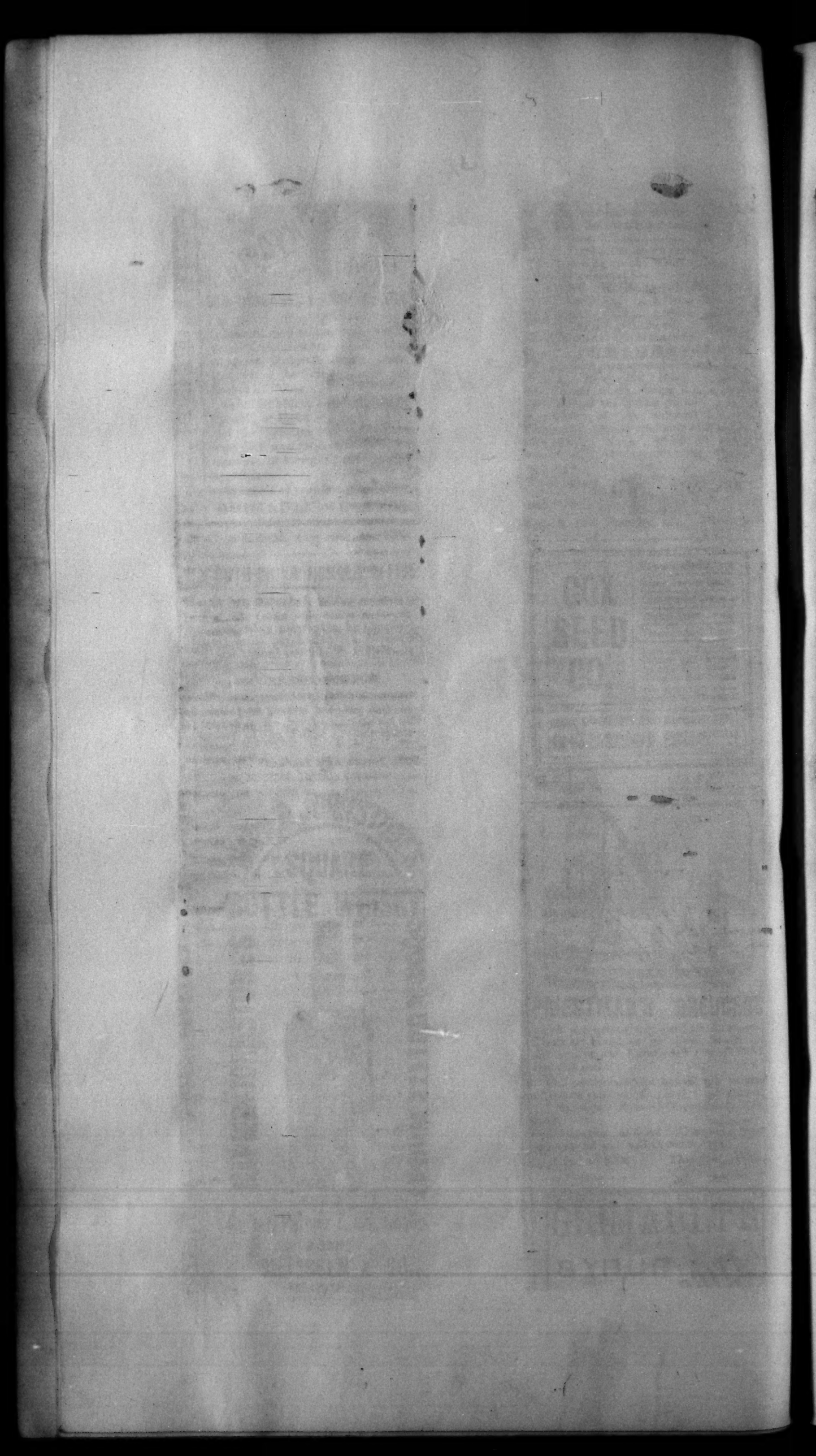
Mr. Curtis formally noted an exception to this ruling and then made a further offer to prove by the witness that he was induced to sign the Charter Party by fraud, sufficient to vitiate it, in that it was represented to him by Mr. Serebrenik that $10,000 per month was the actual cost of the vessel.

This was also overruled and an exception noted.

Mr. Curtis also offered to prove by this witness that on this actual cost price of $10,000 a month there was an agreed stipulation for 2½ per cent to be paid.

This also was overruled.

Witness, in further evidence, said that he was at Odessa when he received a telegram from Port Arthur stating that the American Trading Company had sent in a claim on him—the original bill put in as an exhibit. Plaintiff came to Shanghai and it was while he was here he found out that, while he had been charged $10,000 per month for the steamer, the price was really $9,750.



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Considerab. ume was occupied with the identification of accounts and letters in Russian and English that passed between the parties.

In regard to the second cause of action witness said all he knew was that he paid Roubles 5,000 to get the rice and he did not receive it. He ordered 6,000 bags of the rice. He was absent at the time but his representative told him the rice was sold. He knew the prices of rice in Shanghai and Vladivostock at the time and figured it that his loss was a rouble per poud on the 6,000 bags.

In cross-examining Judge Lamme put in copies of several letters written by defendants to plaintiff and admitted by him to have been received.

Mr. Curtis objected to the admission of several of these on the ground that they were written and sent after litigation had commenced.

Witness said his business at Vladivostock with the American Trading Co. was done through Mr. Taylor for the defendants. His own agents were Mr. Orlikoff and Messrs. Birner, Konestizoff and Co.

Questioned by His Honour and the Assessors, witness explained in detail how he arrived at the amount of damages he alleged that he had sustained by bringing up the Protector from Hongkong without freight, which should have given him a profit of from $8,000 to $10,000; and by the non-obtaining of the rice in Vladivostock when he could have sold it at a rouble per poud profit.

Plaintiff's testimony was concluded and the Court adjourned till next day.

U. S. CONSULAR COURT.

Shanghai, 25th March

Before JOHN GOODNOW, Esq., (Consul-General), Acting Judicially, and Messrs. C. McCASLIN and A. J. OSGOOD (Assessors).

JOSEEF E. GILLER v. THE AMERICAN TRADING COMPANY.

The hearing of the two actions between these parties was resumed. Mr. G. F. Curtis appeared for the plaintiff and Judge Lamme for the defendants.

Before the proceedings were re-opened, Judge Lamme mentioned that the testimony given in Court by Mr. Zimmerman to the effect that he had a third interest with the plaintiff as partner in this case was the first intimation defendants had of any business relations between them. The defendants had now instituted proceedings against Mr. Zimmerman for about Tls. 13,000 damages and he asked that that issue might be tried in connection with this.

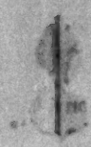
His Honour declined to accede to this suggestion.

Judge Lamme briefly opened defendant's case, stating that their principal contentions were that plaintiff had been anxious to charter the steamer Protector and finding he could only get it at Hongkong, asked defendants to enquire by telegraph if it was possible to get a cargo there, which they did. He agreed to take the steamer at $10,000 a month flat. On the second cause of action, the contract showed that plaintiff undertook to purchase $250,000 worth of goods from the American Trading Company, who had been careful to stipulate for "legitimate" goods. The only goods ordered, as shown in this evidence, was rice and as export of this was prohibited without special permission from the Taotai, defendants called for a deposit which was paid. Afterwards while defendants were negotiating for the shipment of the rice, a communication came from Giller that it was only to be shipped by the Protector, but that was impossible as the Protector was already 300 or 400 miles out at sea. As plaintiff owed defendants a large sum of money, the deposit was simply credited to him. Plaintiff had also deposited Tls. 1,800 or Tls. 1,900 for coal to be used on the steamer and this was also credited to plaintiff's account. There had been an account rendered to the plaintiff in mistake and in this 2½ per cent commission had been charged on the charter price of the steamer. That, however, was corrected as soon as the mistake was pointed out.

Charles A. Edwards, sub-agent of the defendant Company at Shanghai, said in August 1901, plaintiff came down from the north and through Mr. Serebrenik approached him in regard to the chartering of the Protector. He came on several occasions and sometimes Mr. Zimmerman was with him. The result of the conversation was that witness undertook to charter the steamer for plaintiff for $10,000 a month flat. No representations whatever were made to plaintiff to induce him to sign the Charter Party, but on the same day prior to the signing of the document plaintiff asked him to wire to Hongkong about a freight. Witness wired to Shewan, Tomes and Co. and received a reply which he showed to plaintiff and which was put in evidence.

Originals and copies of many communications, letters and telegrams which passed between witness and Messrs. Shewan, Tomes and Co. of Hongkong in relation to this matter were put in.

Mr. Curtis objected to the admission of most on the ground that they were not original and not the best evidence; also that they were irrelevant, having passed



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subsequently to the signing of the Charter Party of which plaintiff was endeavouring to obtain rescission on the ground that he had been induced to enter into it by misrepresentations.

The copies presented were admitted by the Court provisionally on their being subsequently verified by the letter-press book of the defendant company. The objection as to irrelevancy was overruled.

Witness further produced a copy of a letter dated 22nd August, 1901, which purported to give defendant authority to operate the steamer on his behalf. He presented an account which showed that a certain amount had been charged for operating the ship.

To this his Honour took exception that there was nothing providing for such charges in the pleadings. Eventually his Honour consented to go into this account for the reasons, first that in a very general paragraph defendants had made a counter claim in their pleadings; and secondly because the account had been three times put in by the plaintiff.

Witness, in further evidence, said a verbal arrangement was made in his office at a meeting at which Messrs. Giller, Serebrenik, and he believed another man named Olikoff were present. This understanding was that witness would charge plaintiff 3 per cent on the freight received by the ship for operating her. Plaintiff endeavoured to get a reduction to 2½ per cent but witness declined to give way and the conference broke up. Witness subsequently operated the ship; there were criticisms but no objections by the plaintiff. Defendants made six monthly payments in respect of the "Protector" to her agents, but only received one monthly payment from plaintiff. Witness explained that the first account sent in to Mr. Giller contained by error an entry charging commission on the chartering, of 2½ per cent.; this was omitted in a corrected invoice which witness handed to Mr. Giller in person.

An objection by Mr. Curtis that defendants were estopped from presenting this revised account was overruled.

Witness also said that Mr. Katz, on plaintiff's behalf, came to defendant's offices on several occasions and remained altogether two or three hours, examining books and telegrams for which he was afforded every facility. When he finally left he expressed himself quite satisfied and said the only thing for Mr. Giller to do was to make payment.

The Court accepted this statement for what it should be worth.

The hearing was again adjourned till next day.

U. S. CONSULAR COURT.

Shanghai, 26th March.

Before JOHN GOODNOW, Consul General, (Acting Judicially), and Messrs. A. J. OSGOOD and C. MCCASLIN (Associates)

JOSEPH E. GILLER v. THE AMERICAN TRADING COMPANY.

The last stage in the hearing of the two causes between these parties was reached in a long sitting, which lasted from two till seven o'clock.

Mr. G. F. Curtis appeared for the plaintiff and Judge Lamme for the defendants.

The examination of Charles A. Edwards, sub-agent at Shanghai of the American Trading Company, was continued. About October, 1901, he said, the export of rice from Shanghai to ports other than Chinese, except by permission of the Taotai, was forbidden.

His Honour added that to the best of the Court's knowledge no permits were being given at that time for the export of rice to Russian ports.

Witness produced letter and telegram sent to plaintiff pointing out the restriction and said that in reply he received instructions from the agent of the American Trading Company at Vladivostock, who, it had been arranged, was to act on plaintiff's behalf, to ship the rice by the Protector.

Objection was taken on the ground that communications between the two agencies of the defendant firm could not be accepted and the telegram in question was ruled out, Judge Lamme excepting to the ruling.

Witness said he made application through the American Consul to obtain a permit to export the rice to Vladivostock, but failed to obtain it. He tried other methods and suggested that he should send the rice to Port Arthur, to which Mr. Serebrenik had a permit and that it should be eventually shipped on from there. This was not agreed to and he ceased his efforts when the Protector sailed. He received no complete order from the plaintiff personally to ship the rice. By a complete order he meant one accompanied by a remittance as guarantee. Such remittance was, however, eventually sent through the Vladivostock agency of the defendant company. Witness explained, in detail, the differences between the incorrect statement first sent to plaintiff and the corrected one eventually submitted.

Cross-examined, witness said Serebrenik had no quarter share in the profits arising out of the chartering of the Protector by plaintiff. He was, however, to be paid a quarter of the net profits arising from the dealings with the ship.

(6)

The reason why the goods were not shipped by the Protector, was that permission was not obtained till she had sailed. The guarantee was credited to plaintiff's account. Witness never made a statement to Serebrenik that his sole reason for not shipping the rice was that the plaintiff was behind with his payments on the Protector and it was desired to safeguard the interests of the defendant company. Witness further explained how the mistake in the account occurred and said he handed the corrected statement to Giller personally. Witness also restated his version of the conversations which took place between the parties when the chartering of the steamer was first discussed. He denied that anything was said about commission on the actual chartering, the price arranged being $10,000 flat as shown in the Charter Party. In regard to the commission on the freight, he maintained there was a verbal understanding that it should be 3 per cent, which was a fair figure. He did not remember any conversation between Giller and himself in the interval between his (witness's) signing of the Charter Party and Mr. Giller's doing so. The only thing done in regard to the cargo at Hongkong was the wiring of an enquiry to Shewan, Tomes and Co., and showing the answer received to plaintiff. Plaintiff might consider that an inducement.

His Honour remarked that the investigation of the accounts would be referred at the conclusion of the hearing to an accountant, whose report would be submitted to the Court and argued.

Mr. Curtis offered to waive all objection to the accounts, except in regard to the corrected second account.

Judge Lamme, in re-examining, put in as further exhibits correspondence received that afternoon from Vladivostock and bearing as he said on this case.

Mr. Curtis objected that the documents concerned a totally different shipment of rice, but they were admitted.

Defendants' case having closed, Mr. Curtis recalled the plaintiff and Mr. Serebrenik and also called Mr. Katz in rebuttal.

Counsel on each side summed up their cases to the Court and judgment was reserved.

Shanghai, 8th April.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially), and Messrs. A. J. OSGOOD and C. MCCASLIN (Assessors).

J. E. GILLER *v.* AMERICAN TRADING CO., LD.

JUDGMENT.

First cause of action.

a.—It is the contention of the plaintiff that the defendant was to charter the steamship "Protector" on account of the plaintiff in consideration of 2½% commission on the actual charter price of said steamship "Protector" for three months. The exhibits show that the said steamship was chartered by the American Trading Company from Thoresen & Co. at a monthly rental of $10,000 less 2½%. The charter from the American Trading Company to Mr. Giller shows that Mr. Giller agreed to pay $10,000 per month. All reference to commissions on the charter to Mr. Giller were erased. It is plain therefore that even on the contention of the plaintiff no wrong has been done him with regard to the rental of the steamship "Protector."

b.—It is the contention of the plaintiff that the defendants guaranteed two thousand tons of cargo from Hongkong, where the steamer was taken over by the plaintiff; but that no cargo was there for the said steamer. I do not find by the evidence that defendant guaranteed such cargo. This finding is possible without impugning the veracity of Mr. Giller, as the interpretation of the conversation between himself and Mr. Edwards was evidently very faulty.

c.—This Court therefore must refuse the prayer of the plaintiff that the contract of rental of the steamship "Protector" be declared null and void.

Second cause of action.

(a) Plaintiff alleges that, under a certain agreement entered into 23rd August, 1901, between himself and the American Trading Company, he paid the defendants the sum of 5,000 Roubles for the shipment of a certain amount of rice from Shanghai to Vladivostock under the said contract; that the defendant did not ship the said rice but applied the said sum of 5,000 Roubles to the balance which it claimed was owing to it from the plaintiff in the matter of the steamship "Protector."

(b) It appears that on 13th November, 1901, the American Trading Company at Vladivostock wrote to Mr. Giller's agents there that the Shanghai office "will not ship the rice for Mr. Orlikoff until we remit Roubles 5,000." The telegram from the Shanghai office was "Rice send off after receiving remittance." It further appears that the rice was ordered shipped by the "Protector;" and that it was impossible at that time for the American Trading Company to obtain a permit to export this rice from Shanghai to Vladivostock.

(c) Undoubtedly the American Trading Company was to blame in receiving this money as for a shipment of rice, when it should have known that the said rice could not be shipped. It is not shown, however, in the evidence that Mr. Giller has been mulcted in any damages by his failure to receive the said rice. His testimony is that he expected to make one Rouble per pood. Too many possibilities may interfere with prospective profits for damages to be based on such profits. The only measure of damages from the defaulting party is an actual loss; none such is shown in the evidence in this case.

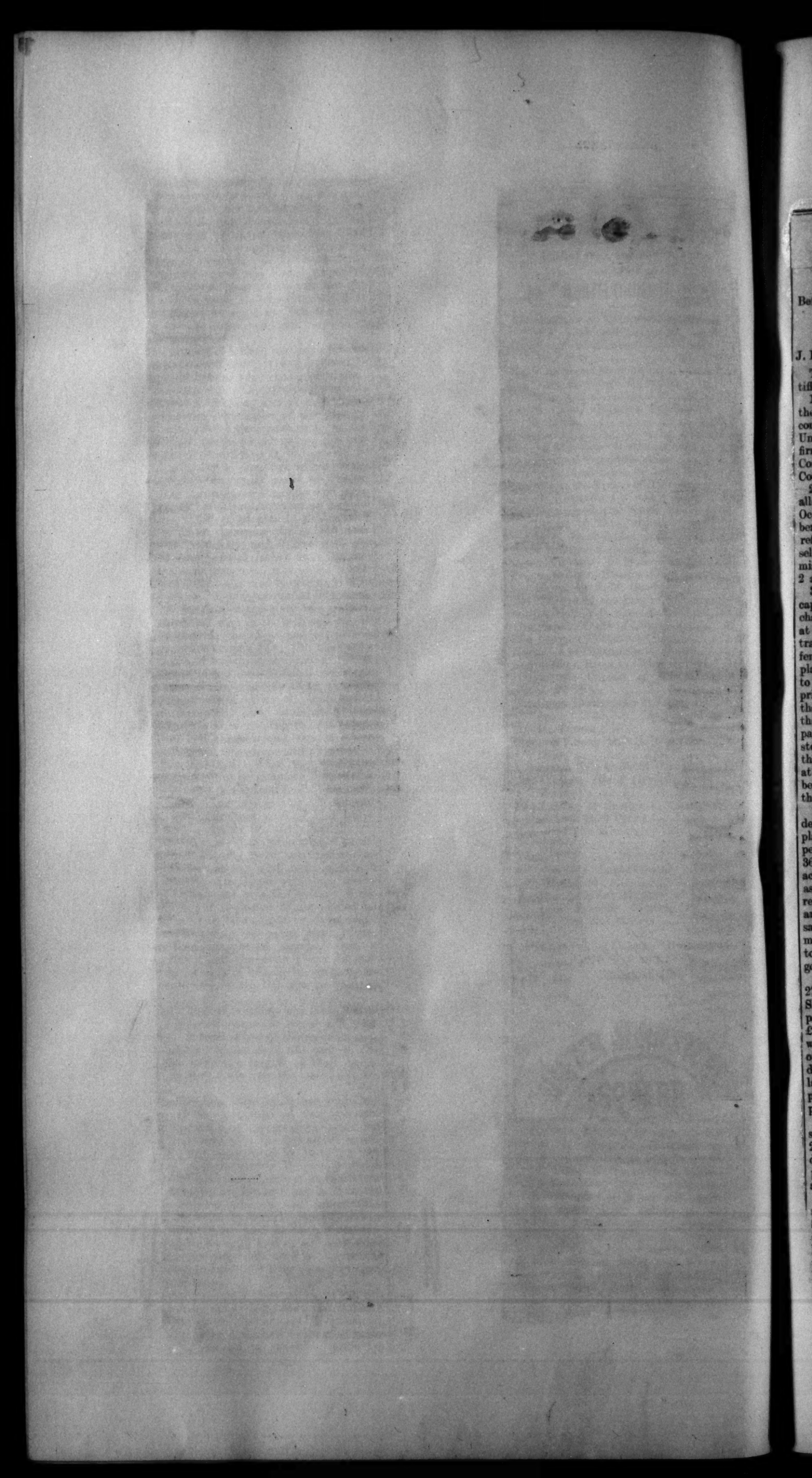
Plaintiff's attorney agreed in Court to admit as due and owing by the plaintiff to the defendant under these contracts the amount of Tls. 5,325.34 as per plaintiff's exhibit "N.," in case the Court should find the charter party of the "Protector" not to be null and void.

In accordance with the above findings we hereby decide against the prayer of the plaintiff in this case. The cost of this action shall be borne by plaintiff and defendant in equal shares.

JOHN GOODNOW,
Consul-General, Acting Judicially.

We concur in the above decision.

C. MCCASLIN,
ALBERT J. OSGOOD.



U. S. CONSULAR COURT.

Shanghai, 8th April.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially), and Messrs. A. W. DANFORTH and GEO. F. FITCH (Assessors).

J. E. GILLER v. AMERICAN TRADING CO., LD.

The petition of the above named plaintiff shows:—

1st.—That the plaintiff is a subject of the Empire of Russia, and the defendant company is composed of citizens of the United States, doing business under the firm name of "The American Trading Company" within the jurisdiction of the Court.

2nd.—That the plaintiff complains and alleges that between the 27th day of October 1900 and the 10th day of September 1901 and at the various dates herein referred to the defendants held themselves out to the world as agents and commission merchants, doing business at Nos. 2 and 4, Hankow Road, Shanghai.

3rd.—That the defendants in the said capacity of agents and commission merchants on the 27th day of October 1900, at Shanghai, China, entered into a contract with the plaintiff whereby the defendants were to purchase goods for the plaintiff at the usual rate of commission, to wit, 2½ per cent on the actual cost price of said goods; and the plaintiff then and there paid to the defendants for the faithful performance of the plaintiff's part of the contract the sum of £6,000 sterling, lawful money of Great Britain, the receipt of which was acknowledged at Shanghai on the said 27th day of October 1900 by the American Trading Co., through its agent, H. J. Limby.

4th.—That under the said contract the defendants purchased merchandise for the plaintiff including cost, freight insurance, petties and exchange to the amount of 363,782.94 Roubles; that the alleged actual cost price of the said merchandise as shown by the alleged unsigned invoices rendered the plaintiff by the defendants amounted to 287,404.21 Roubles, which said sum of 363,782.94 Roubles lawful money of the Empire of Russia was paid to defendants by the plaintiff for the said goods which were shipped to Vladivostock.

5th.—That under the said contract of 27th October 1900, made as aforesaid at Shanghai, China, upon which the plaintiff paid in Shanghai, China, as aforesaid, £6,000 sterling, certain of plaintiff's goods were shipped to Vladivostock to the value of 4,410 Roubles and stored in defendants' warehouse, which goods were unlawfully sold by the defendants and the proceeds thereof were unlawfully appropriated to their own use.

6th.—That the defendants on the said sum of 287,400.21 Roubles between the 27th day of October 1900 and the 10th day of September 1901 overcharged the plaintiff on the merchandise bought as aforesaid 28,740.42 Roubles.

7th.—That the defendants between the said dates of 27th October, 1900 and 10th September, 1901 on the goods bought as aforesaid the plaintiff is informed and believes that the defendants overcharged the plaintiff on exchange the sum of 15,000 Roubles.

8th.—That the defendants between the said dates of 27th October 1900 and 10th September 1901 shipped the said goods as aforesaid from Shanghai to Vladivostock and did unlawfully collect the plaintiff is informed and believes Customs drawbacks on the goods so shipped as aforesaid to the amount of 15,000 Roubles.

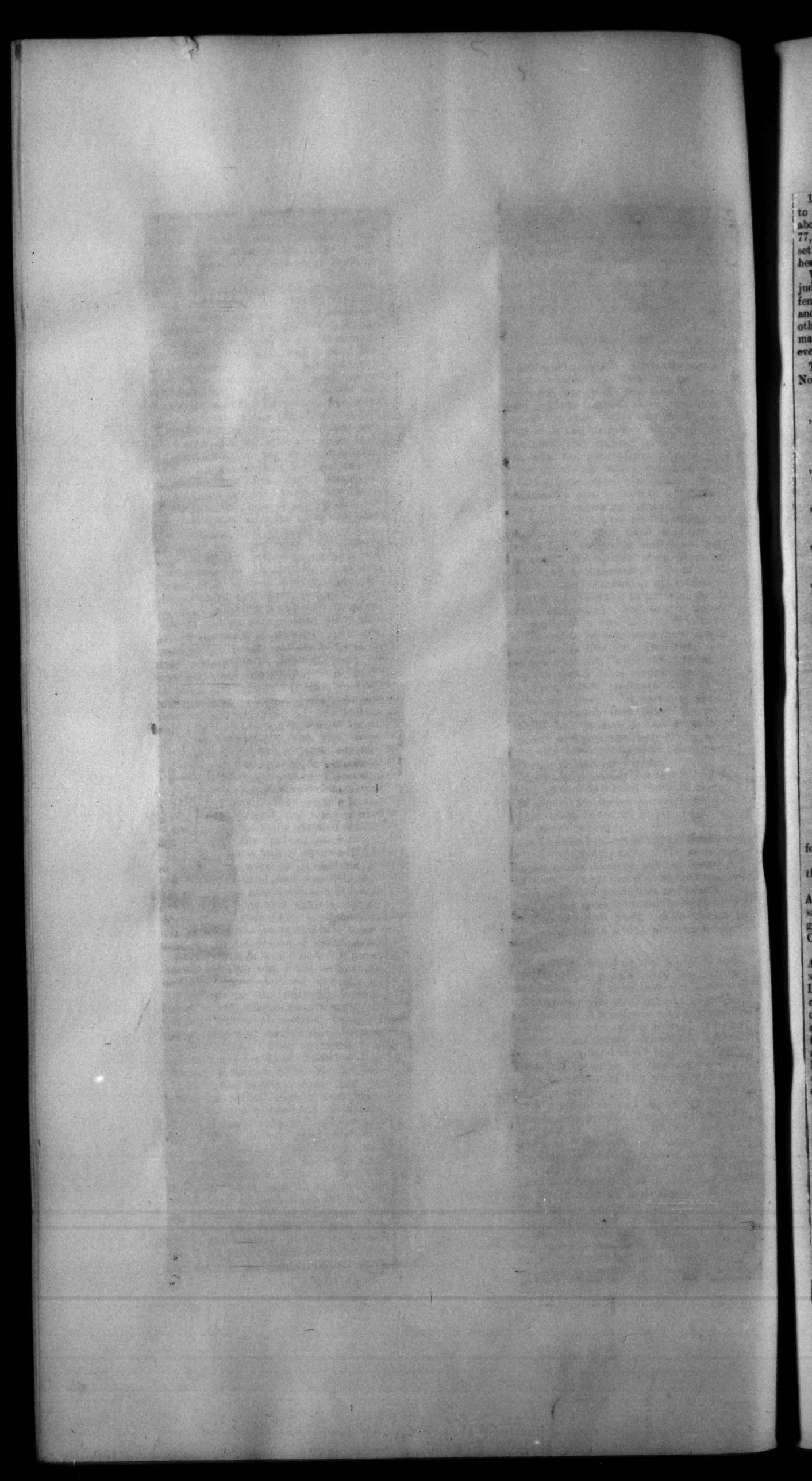
9th.—That under the said contract the defendants agreed to ship 50,000 bags of flour from San Francisco to Vladivostock on the steamship "Universe" alleged to have been chartered to carry 2,151 tons of merchandise for the plaintiff to Vladivostock. The defendants did not ship the 50,000 bags, of flour as agreed, but only shipped 33,000 bags, whereby the plaintiff was damaged by not receiving 17,000 bags of flour not shipped to the amount of 40 kopecks per bag, equalling 6,800 Roubles; and further, the defendants shipped with said freight, 50,000 bags of flour to a Chinaman named Yuen Ha-sun in violation of their agreement with the plaintiff.

10th.—That the goods bought including cost, freight, insurance, petties, commissions and exchange amounted to 369,782.94 Roubles, which said amount included a commission of five per cent, instead of the usual commission of 2½ per cent; that on the 23rd day of August, 1901 the defendants made an alleged allowance of 6,000 Roubles to the plaintiff to be released of the legal responsibility for the aforesaid fraudulent overcharge of 5 per cent commission for which said alleged release the defendants paid no legal consideration—no consideration in law nor in equity to the plaintiff—leaving a balance due and owing to the plaintiff for the overcharge of 5 per cent on amount of 1,185 Roubles.

11th.—That under the said contract of the 27th day of October 1900, certain goods to the value of 4,681.75 Roubles were purchased for the plaintiff by the defendants and shipped to Vladivostock and stored in the defendants' warehouse; that the plaintiff made certain contracts with an innocent third party for the sale and delivery of said goods, and when the said innocent third party demanded delivery of said goods, defendants informed him the goods were not in the warehouse, that there was a shortage thereof, for which the defendants credited the plaintiff the sum of 4,681.75 Roubles, but did not credit the plaintiff with the interest charged the plaintiff "pro rata" on the whole amount of the goods, to wit, 598.93 Roubles.

12th.—That under the said contract of the 27th October, 1900, the defendants agreed to charge the plaintiff the actual cost price of freight from San Francisco to Vladivostock on 2,151 tons of merchandise $8 (gold) per ton on the shipment of flour and general merchandise, which the plaintiff believes is $1 (gold) per ton overcharge, equalling an overcharge on the said 2,151 tons of 4,302 Roubles.

13th.—That the defendants under the said contract of the 27th October 1900, acting as agents and commission merchants unlawfully charged the plaintiff $488.62, gold, alleged to have been paid to the firm of Messrs. MacCondray and Co. of San Francisco, equalling the sum of 977.24 Roubles.



14th.—The total amount due and owing to the plaintiff by the defendants in the above entitled action, is the sum of 77,013.59 Roubles, as is more specifically set forth in the bill of particulars annexed hereto and made a part hereof.

Wherefore your petitioner prays that judgment may be given against the defendants, together with interest and costs and that he may have such further and other relief as to your honourable Court may seem fit, and your petitioner will ever pray.

The following is the Bill of Particulars:

No. 1, Unlawful embezzlement and appropriation of plaintiff's merchandise ...	4,410.00
,, 2, Overcharge on actual cost price of merchandise bought for plaintiff by defendants as Agents ...	28,740.42
,, 3, Overcharge on Exchange on the U.S. dollar, Taels and yen	15,000.00
,, 4, Unlawful collection of Custom drawbacks in Shanghai	15,000.00
,, 5, Loss on non-delivery of 17,000 bags of flour according to Customs	6,800.00
,, 6, Balance overcharged on commissions, to wit 5 per cent commission...	1,185.00
,, 7, Interest on an alleged shortage of plaintiff's goods in defendants' warehouse to June 1902	598 93
,, 8, Overcharge on 2,151 tons of freight — flour and general merchandise from San Francisco to Vladivostock	4,302.00
,, 9, Unlawful charge of $488.62 U.S. gold dollars alleged to have been paid Messrs. MacCondray & Co. of San Francisco— equalling	977.24
Roubles	77,013.59

The defendants answering petition set forth:—

1.—That the allegation in Article one of the petition is not denied.

2.—That in answer to the allegation in Article two of the petition the defendants say that they are merchants engaged in general mercantile business at Shanghai, China.

3.—That in answer to the allegations in Article three of the petition the defendants say: that about 27th October, 1900, one Isaac Lakser gave the defendants a verbal order for certain goods, and as a guarantee of good faith handed the defendants a letter of credit in his favour for £6,000, for which the defendants gave him a receipt, and at the same time, the said Isaac Lakser signed and endorsed several drafts in blank to be used by the defendants, and which were left with them; that the said Isaac Lakser informed the defendants that he wanted the goods for a friend named Giller, and as the defendants knew the said Isaac Lakser as the son of a member of the firm of Singer and Lakser, with which firm the defendants' house in London, England, transacted business under an agreement, they telegraphed and wrote ordering the goods; that the defendants' dealings in this connection have been businesslike and that they have given all just and proper credits therewith; that the defendants deny each and every allegation in said Article three otherwise at variance or contradictory to their answer to the same.

4.—That in answer to Article four of the petition the defendants say: that there was no contract, but that the order for the goods was verbal and was filled in good faith so far as it was possible to fill it; that they did not render the plaintiff any invoices, but all invoices for goods purchased were sent to their representative at Vladisvostock and it was their representative at Vladisvostock rendered statements to the parties concerned; that there was no fund in their hands, except the fund represented by the letter of credit and they drew on their Vladisvostock representative for whatever sum was due them: that after all goods were invoiced and drawn for the amount of the letter of credit was remitted to their representative at Vladisvostock; that every allegation in Article four in conflict with their answer to said article is denied.

5.—That the allegations in Article five of the petition, in so far as the defendants are charged with having a warehouse at Vladisvostock and storing therein goods belonging to the plaintiff, and unlawfully selling the said goods, are denied, and for further answer the defendants refer to Articles 3, 4 and 5, of their answer and deny the other allegations in Article five of the petition.

6, 7, 8 and 9.—That the allegations in Articles 6, 7, 8, and 9 of the petition are denied.

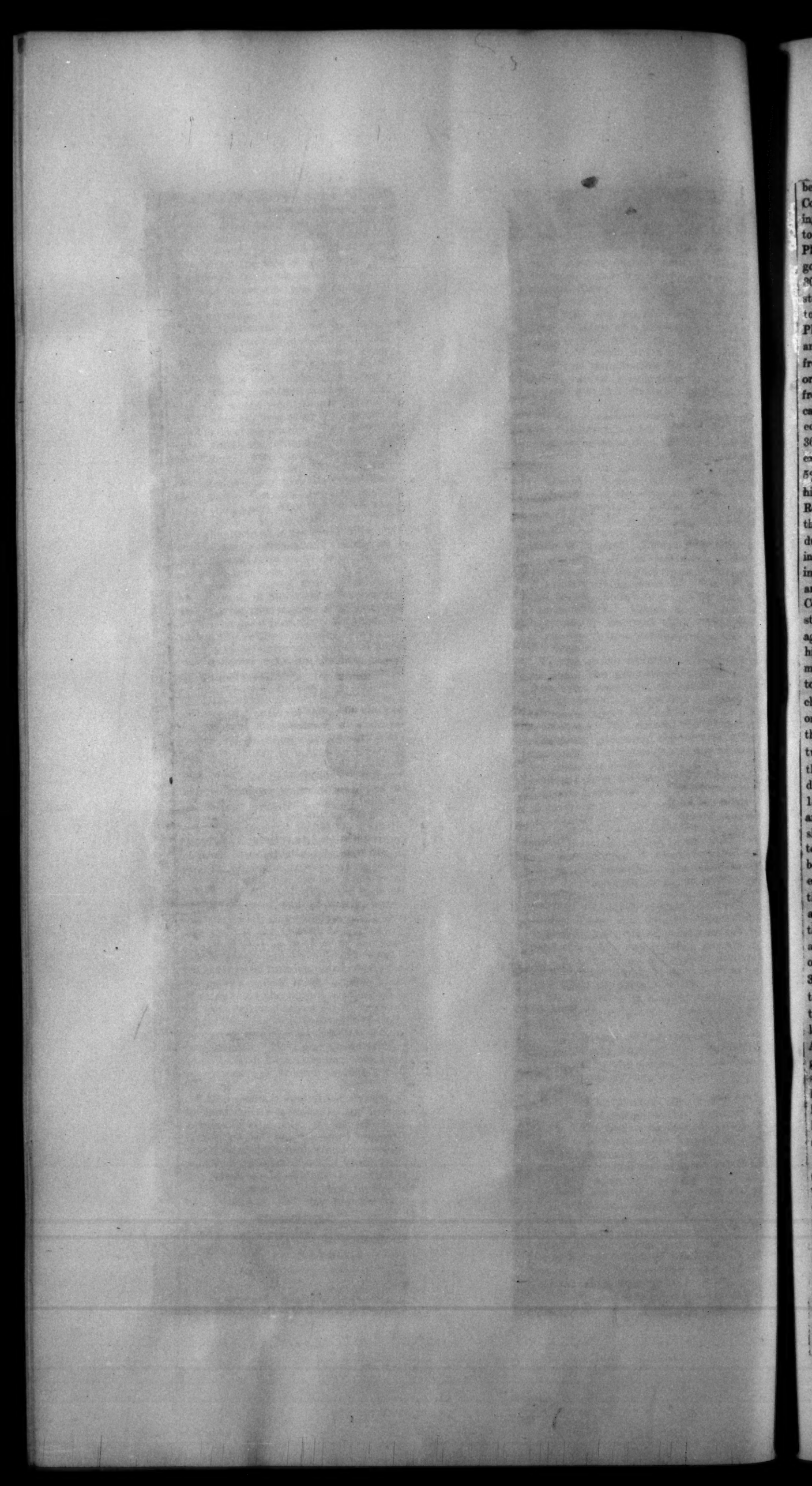
10.—That in answer to the allegations in Article 10 of the petition the defendants say: that all accounts connected with their shipments to Vladivostock were conducted by their representative there as aforesaid stated, but that some time in August 1901, the plaintiff came to their office in Shanghai and entered into new business relations with the defendants, and at the same time did complain of the high charges made against him for which the plaintiff had to account to their Vladisvostock representative; that desirous of pleasing the plaintiff and to fully satisfy him they gave the plaintiff a letter addressed to their Vladisvostock representative directing that the plaintiff be credited with Roubles 6,000; that at the time the Roubles 6,000 were credited to the plaintiff as aforesaid the plaintiff was indebted to them in the sum of Rs. 14,000 which left a balance of Rs. 8,000 due the defendants, and which balance the plaintiff paid and was given a receipt in full settlement and which receipt the plaintiff accepted in full and amicable settlement of all past differences; that all other allegations in said Article 10 in conflict with this answer to said Article 10 are denied.

11.—That the allegations in Article 11 alleging the violation of any obligation or promise made by the defendants are denied and for further answer the defendants say that, if the plaintiff entered into contracts with third parties as alleged, that they are not in any way responsible for the failure of the plaintiff to fulfil such alleged contracts and that they deny all responsibility for any such failure.

12, 13, 14.—That the allegations in Articles 12, 13 and 14 are denied.

The defendants therefore pray that the action against them be dismissed, that they recover their proper cost, and for other relief.

The evidence of the plaintiff, who has since left for Siberia, had been taken before the Vice-Consul (Mr. A. H. White), and was now read over. He stated that in June 1900 in Vladivostock he met Mr. Lakser, who represented himself to



(3)

be an agent of the American Trading Company and who, happening to be coming to Shanghai about that time, offered to do some business for the plaintiff. Plaintiff gave Lakser instructions to order goods to the value of about Roubles 300,000 and provided him with £6,000 sterling to pay 20% of the cost, the balance to be paid on the delivery of the goods. Plaintiff received a bill from the defendants but no signed invoices, through them, from the firms from whom the goods originally came, though he asked for such frequently. About August 1901, plaintiff came to Shanghai himself and was rendered an account which totalled to Roubles 363,782.92, including insurance, petties, exchange and commission at the rate of 5%. In consequence of a complaint from him as to this commission a rebate of Roubles 6,000 was made to him during this stay in Shanghai. Plaintiff also produced in Court a receipt for goods belonging to him stored in the American Trading Company's Godown at Vladivostock, and sold, as he alleged, by Mr. Taylor, the Company's agent there, without any instructions from him, the owner, or his agent. By that sale plaintiff estimated his loss at Roubles 4,410. He further maintained that he had been overcharged to the extent of 10% on the goods purchased for him; that he was overcharged on telegraphic and agency expenses; and that he was overcharged on exchanges between gold dollars, taels and yen; also that he should have received Customs drawbacks to the amount of about Tls. 15,000 on a cargo of 50,000 bags of flour and some salt ordered from America and shipped by the s.s. Universe. In regard to this cargo plaintiff declared that he had been overcharged on the freight to the extent of $1 gold per ton on 2,150 tons; that although he ordered salt, as ballast, at the request of the defendants, and they had shipped 50,000 bags of flour to a Chinese merchant by the same steamer, of his own 50,000 bags he only received 33,000; that the flour was sold by him to a third party at Vladivostock and that he estimated his lost profit at 40 kopecks a bag on the 17,000 bags. The American Trading Company had made good the actual value of some of the goods stored in the godown at Vladivostock but had not returned the interest charged him, or made good the interest he had lost. For one shortage they gave him no satisfaction whatever.

Cross-examined, witness said that at the time the goods were missed from Vladivostock, he owed the American Trading Company money, but he paid them in full on the 11th September.

His Honour admitted the answers concerning Mr. Lakser's agency subject only to further direct proof of that agency.

Mr. Curtis made application for the production of the written order from plaintiff ordering the 50,000 bags of flour through the defendants from America.

Charles A. Edwards, the sub-agent of the defendant Company, sworn, stated that he had made careful search for this order in all such places where it was likely to be and it had not been discovered. To the best of his knowledge there was no such written order. He had not telegraphed to Vladivostock to ask if they had it there, as this flour was ordered through the Shanghai office.

His Honour directed that a telegraphic question should be sent to the defendants' office at Vladivostock to ascertain whether they had the order there, and the Court adjourned.

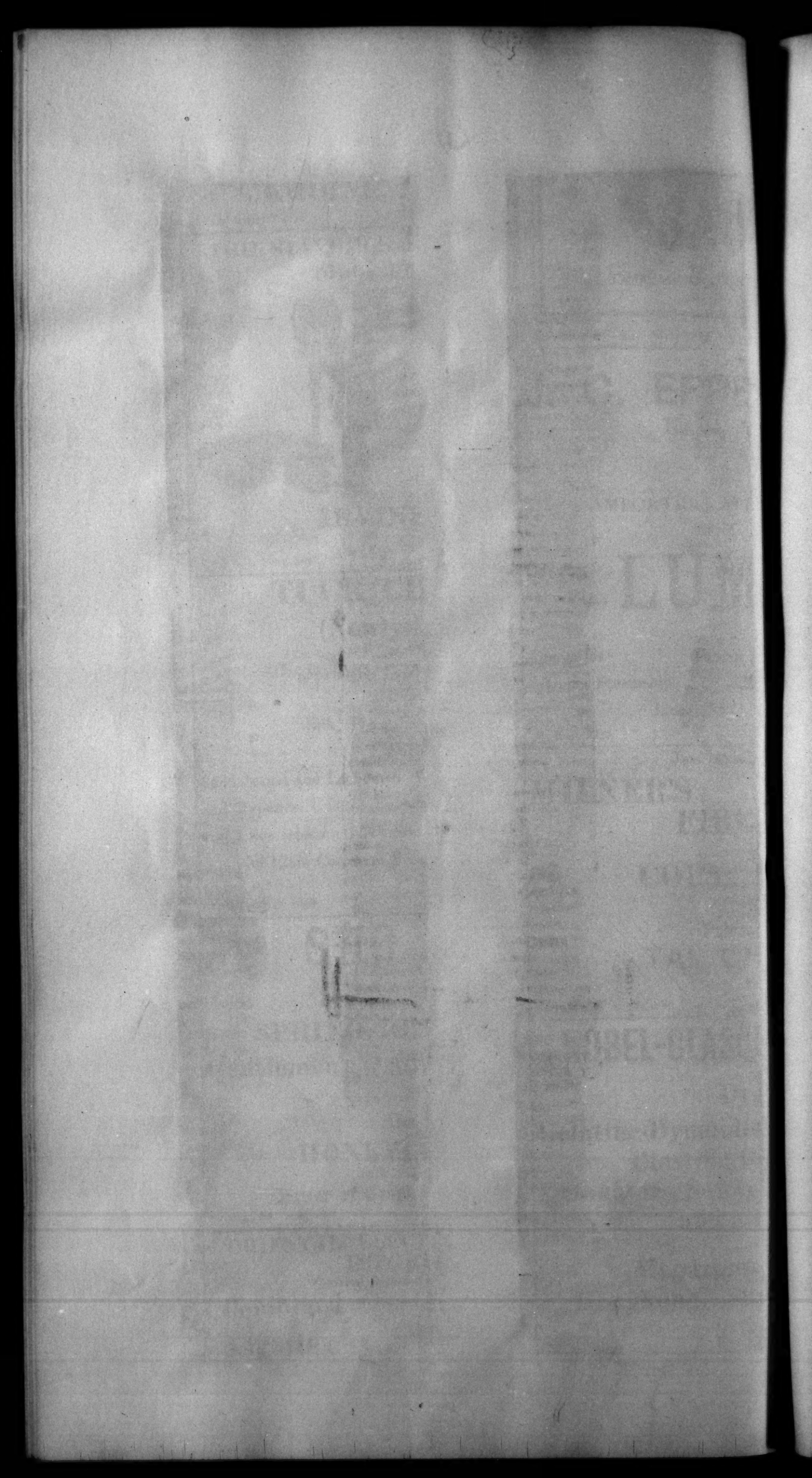
9th April.

When the hearing was resumed, Mr. Edwards was further examined by Mr. Lamme. He stated that the American Trading Company had no contract with the plaintiff dated 27th October 1900 and therefore they had no books, papers and documents to produce in regard to it, as was asked by the other side. They never received a deposit of £6,000 from Mr. Giller and were not acquainted with him at the time such a deposit was made by Mr. Lakser.

Asked by His Honour to give his version of the transactions, Mr. Edwards said that about October 1900 Mr. Lakser came to Shanghai and wanted to order through defendants a considerable amount of cargo. He showed some pencil and red ink scribblings but when witness hesitated to do business on so large a scale without knowing his customer, he produced a letter of credit drawn on Messrs. Kunzt and Albers of Vladivostock for £6,000. With this witness was satisfied and simply procured blank drafts to use when he should see fit to draw on the letter of credit. Protected by this, defendants obtained a list of the goods Lakser wanted. Some were ordered from America and shipped direct to Vladivostock, others were sent direct from Japan, and others again came through Shanghai. In the interval between the ordering of the goods and their arrival the Vladivostock office of the American Trading Company was opened and Mr. Lakser was engaged as a sort of No. 2 man. That was about December 1900. The Shanghai office did not take over any contracts from Lakser, who was never responsible to them in any way. The only basis on which they had previously done business with him was the letter of credit for £6,000. At the time he showed that, Lakser was not an agent of the defendant Company at all.

Mr. A. J. Hadley, a clerk in the Customs in charge of the drawback books, testified to the correctness of an abstract made from the books in respect of the drawbacks on the goods purchased from America.

Mr. Serebrenik, who acted as interpreter between plaintiff and Mr. Edwards at an interview in January of this year, said that when the plaintiff complained that his goods stored in the godown at



(24)

Vladivostock had been sold without his knowledge or permission, Mr. Edwards replied that that was Mr. Taylor's business. Mr. Giller's reply was that by Russian law he could put Taylor in gaol. Mr. Edwards replied that plaintiff could sue Mr. Taylor if he liked, but the Shanghai office had nothing to do with the matter.

Cross-examined, witness said that in a conversation in 1901, when he also acted as interpreter, plaintiff complained that he had been overcharged on the commission and Mr. Edwards, to settle things in a friendly way, made an allowance of 6,000 Roubles, for which the receipt now in Court was signed. Plaintiff appeared to be satisfied at that time and paid the balance of his account.

This concluded the plaintiff's case, and without calling on the defence, His Honour asked Mr. Curtis if he had anything to urge why the suit should not be dismissed.

Mr. Curtis argued that the evidence of plaintiff, a reputable Russian merchant, who had done a large business with defendants, made out a primâ facie case in his favour.

The Court retired for a few minutes and returned the following:—

JUDGMENT.

The entire case depends on whether Mr. Lakser, with whom Mr. Giller is said to have made a contract was on 27th October 1900, an agent of the American Trading Company in making such contract. Such agency is denied and no proof has been brought that Mr. Lakser was an agent for the American Trading Company at that time. Therefore the case is hereby dismissed with costs against the plaintiff.

JOHN GOODNOW,
Consul-General, U.S.A.
Acting Judicially.

We concur in the above finding.—

A. W. DANFO TH
G. F. FITCH } Assessors.

Mr. Curtis intimated that plaintiff would appeal.

RECEIVED
MAY 18 1903
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No. 521

Consulate-General of the United States,

Shanghai April 27, 1903.

Mr. Gordon

To the Department of State.

To Treasury
May 22, 1903.
Ans by wire May 27/03
Ans by mail May 28/03
Hold until Treasury
reply is rec'd

Subject:

Chinese going to St Louis Exposition

Abstract of Contents.

What certificates to be given to
Asst Comr. & staff & laborers to
construct buildings.

INDEX BUREAU
JUN 1 1903
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COPIES MADE. NOTED Chief Clerk.

Sgd. ASST. SECRETARY. MAY 20 1903

No. 321.

Consulate-General of the United States,

Shanghai April 22 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

H. E. Wong Kai-kah leaves Shanghai on the "Hongkong Maru" on June 3rd to make arrangements for the Chinese exhibit at the St. Louis Exposition. Mr. Wong takes with him his wife and three children, 7 members of his staff, 10 carpenters, 4 painters, 1 florist, 1 cook, 2 tailors, 1 barber, and 3 servants. This is the present arrangement. The numbers may vary slightly.

Will you please wire me as speedily as possible whether I can give a certificate for the party, or whether I must issue the regular certificate for each member of the party, or whether there is a special certificate for people going to the St. Louis Exposition.

Mr. Wong was educated in Ameri ca and is Vice-commissioner to the St Louis Expo. He will return to China in the coming w inter and take Prince Pu-lun to St Louis as the Commissioner for China.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

File

INDEX BUREAU
RECD.
MAY 18 1903
DEPT. OF STATE

No. —

Consulate-General of the United States,

Shanghai Apl 25, 1903.

Mr. Goodnow

To the Department of State.

Subject:

Court case

Abstract of Contents.

Woo Foh-Kee vs Dederich.

INDEX BUREAU
MAY 21 1903
FILED

No. =

Consulate-General of the United States,

Shanghai Apl 25, 1903.

Honorable H H D Pierce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith case of Woo Foh-Kee vs J. Dedrick.

I am, Sir, your obd't servant

Wm Goodnow

C. G.

(1)

U. S. CONSULAR COURT.

Shanghai, 4th March.

Before JOHN GOODNOW, Esq.,
(Consul-General) Acting Judicially.

WO FOH-KEE v. JOSEPH DEDERICHS.

This was an application for a dissolution of partnership and for other settlements. Judge Lamme appeared for the plaintiff and Mr. George F. Curtis for defendant.

Plaintiff's petition set forth as follows:—

(I) That the plaintiff is a Chinese subject residing in the City of Shanghai.

(II) That the defendant is an American citizen, residing and doing business in the City of Shanghai.

(III) That on the 20th day of January 1902, the said parties entered into a written contract for the conduct of certain business, called an Import and Export Company, Commission Agents and Auctioneers, to be known as Joseph Dederichs and Company, for the purpose of carrying on business in the City of Shanghai. That the said parties were to devote their time and best interests to the business of said firm and were to share alike in all profits arising therefrom.

(IV) That therefore the said parties commenced the said business and continued in the conduct of the same, but that during said time, since the said 20th day of January 1902 the plaintiff has advanced about Tls. 3,500 for the conduct of said business, but that said defendant has failed and refused to advance or furnish his proportion of the money necessary to carry on said business.

(V) That on or about the 8th February 1903, the said defendant appeared at the office and place of business of said Company, together with one George F. Curtis and some party claiming to be a police officer, and took possession of all the books, papers and vouchers connected with the business of said concern and removed the same to the offices of said George F. Curtis and has refused and still refuses to return said papers, books and vouchers to the proper place of business of said firm, and the said Joseph Dederichs has claimed to have employed other persons in the conduct of the said business, without the authority or consent of the plaintiff and is now attempting to conduct said business without the plaintiff's consent, or authority and has wholly failed and refused to pay over to the plaintiff the sums so advanced by him, this plaintiff, for the use and benefit of said firm though often requested so to do.

Therefore plaintiff prays for an accounting and settlement of all of the matters, business and transactions connected with said firm and that the said firm be dissolved, and that this plaintiff have judgment against said defendant for Tls. 3,500, or the amount so found due upon such accounting from said defendants and for his costs and all further proper relief.

To this defendant entered a very long answer. He denied in every particular the allegations of Articles IV and V in the petition and made a series of cross complaints. As a first cause of action he alleged that on the 10th July, 1902, plaintiff, by a promissory note now overdue promised to pay to defendant Tls. 80[illegible] with interest. Plaintiff had not paid that sum or any part of it and judgment was asked for principal and interest. The second cause of action was based on a similar promissory note for Tls. 700 and interest dated 31st July, 1902; and the third on a similar promissory note for Tls. 1,[illegible]2.85 and interest dated 20th January, 1903. As a fourth cause of action it was alleged that at the end of the Chinese New Year plaintiff failed to account to the defendant for the defendant's one-half interest in the property and business for the year then ending, amounting to Tls 803.66. This sum it was alleged plaintiff had appropriated and converted to his own use and the defendant now claimed payment, making with the previous sums a total claim of Tls. 2,406.51.

There was a fifth cause of action, viz. that in the contract of 20th January, 1902 defendant was to be manager and plaintiff compradore of the firm. And it was alleged that plaintiff violated the terms of the contracts. He collected trade dues to the amount of Tls. 2,507.99, being the profits on goods sold by auction and on commission and converted that sum to his own use. But when the compradore orders issued by the firm were presented through the banks they were dishonoured and for loss of credit defendant claimed $25,000 damages. It was also alleged that at the end of the new year the plaintiff being aware of shortage in his accounts, introduced one Ling as a suitable partner in the firm. Ling was admitted to one-third interest in the business by a new contract signed on the 20th January 1903 By that contract Ling was alleged to have put Tls. 2,500 into the business, whereas, defendant asserted, he had not that money to invest and it was not invested. He was an ex-convict and a fugitive from justice and was introduced into the firm to elude arrest. Ling informed defendant of the shortage on the part of plaintiff, investigations were made and plaintiff admitted the shortage.

It was agreed at first to go to an arbitrator and pending his settlement plaintiff was still to act as compradore. During that time he collected the outstanding debts of the firm and converted them to his use; he then abandoned the place leaving only three coolies to look after the premises. Defendant alleged that he was in consequence hard pressed by his many patrons. He asked for dissolution of the partnership and that an account of the money due to him, Tls. 2,406.51, be taken and ordered to be paid to him with interest and the costs of the case; also a sum of $25,000 damages for breach of contract.

His Honour adjourned the hearing in order that the books of the firm may be investigated by an accountant.

(2)

U. S. CONSULAR COURT.

Shanghai, 1st April.

Before JOHN GOODNOW, Esq., Consul General (Acting Judicially), and Messrs. C. R. BENNETT, and J. W. CLINE (Associates.)

WO FOH-KEE v. JOSEPH DEDERICHS.

In this action for dissolution of partnership and other settlements, particulars of the petition and answer of which have already been published, the books of the firm were handed over to Mr. Edmund Kempffer for an investigation as an accountant.

Judge E. H. Lamme appeared for plaintiff and Mr. G. F. Curtis for the defendant.

Mr. Kempffer's statement was now presented. Owing to the condition of the books, he said, he was not able to arrive at any definite conclusion in regard to them. He drew attention to the fact that page 29 of the firm's ledger, which, from the index, appeared to be the private account of defendant, Dederichs, was missing from the book.

Cross-examined by Mr. Curtis, Mr. Kempffer said his statement, incomplete as it was, had been compiled almost entirely from the English books of the firm. He endeavoured to go into the Chinese books with the aid of the firm's shroff, but after investigating three months' business, the shroff threw up his hands and said he could not pursue the enquiry further. There was one item, respecting the accounts in March, that he had been able to get from the Chinese books. He did not find in any of the books any account of promissory notes for various sums given by plaintiff to defendant for money received. Three such notes had been given him, but he had not been able to take them into account, as he could not determine whether they were an asset of the firm or of defendant. He did not take into account a list of goods drawn up as supplied by patrons of the firm, or a coal account book put in, as the entries were indefinite. There were no customers' accounts in the ledger and they seemed to have been entirely in the compradore's (plaintiff's) hands). Witness was able to take into account various drafts for goods purchased abroad, as these appeared in the cash books. The accounts indicated that there were considerable goods on hand or that payments had been received and the cash not shown. As a general conclusion, however, witness would not swear to anything in the books.

Defendant was called by His Honour and questioned as to the missing page from the ledger. He said that he did not know anything of its removal, or indeed of any such account. There might have been a leaf with his name, as shown by the index, when the book was first opened, but he had never had an account there. The books were taken from the firm's office to Mr. Curtis's office and thence handed over to Mr. Derby, the Court marshal.

His Honour remarked that if he could find out who removed the page from the book he would deal with the offender for contempt of Court.

Judge Lamme, in briefly opening the case for the plaintiff, said Wo Fok-kee had put Tls. 2,000 into the partnership and after a little time found the firm was losing money. Plaintiff could neither read, write nor speak English. Defendant had never put any money into the transactions, but the Court would probably agree that he had paid out his proportion of the expenses. Plaintiff wished first of all a dissolution of the partnership and secondly to find out how accounts stood.

Judge Lamme took the exceptional course of calling defendant as the first witness for the plaintiff. Defendant said he came to Shanghai some time in the latter part of August 1901. He entered into the partnership with plaintiff on this 20th January, 1902, prior to which he had not been engaged in any business in Shanghai. Before the deed of partnership was signed witness expended upwards of $200 in stamps and advertisements. After the partnership in March witness gave plaintiff a cheque for Tls. 650 to put into the business. Witness did not put any more money into the business. He never discovered during the partnership that the firm had less than enough to pay expenses, as they were making money. All the receipts and payments were made through plaintiff. Witness produced the deed of partnership, his ledger and cash book, all of which were put in as exhibits. During the term of the contract he had complied with all its provisions and conditions, except that he found that he was not able, owing to the system of business here, to handle the money, but had to do that through plaintiff as his compradore. Witness gave the items from the cash book showing that on several dates in February and March, 1902, he put into the firm sums amounting in the aggregate to Tls. 763. He had also expended the $200 already mentioned and paid Tls. 45 for the first month's rent of the firm's premises. That entry was not in the cash book, because it was not being kept at the time. All told he had put Tls. 808 into the business. He also furnished plaintiff with money apart from the business. On the first occasion it was $200 or $400; witness could not remember which, as he merely made a little memorandum on his desk. Afterwards when the amount ran up he asked for promissory notes as security. In regard to the business, witness rendered a monthly statement to plaintiff. Those statements were in Court and were produced as exhibits. Witness had never discovered that the firm was losing money.

(3)

He had trouble with the plaintiff nearly every month for the last six months, as he found plaintiff had been "squeezing" him by charging him larger amounts than he actually paid on his bills. Witness complained many times that the books were not being properly kept, but was put off with excuses. Some time in February 1902 there was a verbal agreement between defendant and plaintiff that the latter was to handle all money and bills paid by him, while defendant issued compradore orders which plaintiff was to meet. Further all Chinese orders coming in were to be guaranteed by plaintiff. Under these defendant bought goods in the United States for Chinese purchasers, whom he was subsequently unable to find. In regard to the monthly accounts put in, they were made by witness from his cash book, which was made up ordinarily from day to day, but sometimes weekly, when he was pressed. An omission in February was due to the fact that plaintiff's brother-in-law kept the books for two months and got them muddled.

The Court adjourned for tiffin.

On the reassembling, Mr. Curtis, who had produced an additional account, not sent to the accountant, in the morning, now offered another cash book which had not been submitted to the accountant.

His Honour impounded the book and informed defendant that the non-production of this book and paper, taken in conjunction with the absence of the leaf from the ledger, made him view the case with a certain amount of suspicion.

Defendant's evidence was continued. He said that when bills were presented to him he gave compradore orders to meet them and took it for granted they were paid; sometimes they were and sometimes not. In some cases subsequent application was made to him and he paid in cash himself.

The promissory notes given by plaintiff to defendant were put in evidence and witness explained the circumstances under which he advanced the money. Witness's cheque books and bank books were called for to be produced later in the case.

It was arranged that the claim and counter-claim should be taken together and that Mr. Curtis should therefore cross-examine and examine defendant at the same time.

Under this examination defendant produced receipts for payments made to the firm's creditors, on which he said increased amounts had been charged him by plaintiff. Several of these were accepted in evidence, subject to later corroboration by the calling of witnesses who received the amounts. Defendant gave instances in which plaintiff had collected money at sales but had not paid over anything to the persons whose goods were sold. There were consequent complaints; one of those who complained being Judge Lamme. Witness produced other books, in which were kept records of his imports, his auctions and commissions and his stock of cigars and coals. Witness made statements in regard to plaintiff's alleged dealing with the coal and also with his dealing with the firm's customers and defendant's reputation which were stricken from the record. A deed of partnership admitting one Ling Hung-chang was admitted by the Court as an exhibit, but it was not permitted to defendant to go into the relation of this man with the firm. Witness stated that in numerous cases, of which one was instanced, plaintiff collected money owing to the firm and did not credit the parties, who were called upon to pay again. The orders on the firm's compradore had been dishonoured and refused at the Russo-Chinese Bank. Witness paid the rent of the firm for December to March and the expenses for February, March, and part of January.

The further hearing was adjourned till next day.

Shanghai, 21st April.

Before JOHN GOODNOW, Esq., Consul General (Acting Judicially), and Messrs. C. R. BENNETT, and J. W. CLINE (Associates.)

WO FOH-KEE v. JOSEPH DEDERICHS.

The hearing of this case was continued. Judge E. H. Lamme appeared for the plaintiff and Mr. G. F. Curtis for the defendant.

The examination of defendant by Mr. Curtis proceeded. Witness identified a cheque for Tls. 400, presented in evidence, as drawn by himself in favour of Wo. It was dated 7th May, endorsed by Wo and paid by the bank. Similar cheques were put in for Tls. 400, dated 18th June; Tls. 400 dated 31st July, Tls. 300 dated 29 July, Tls. 201 dated Oct. 27th; and Tls. 200 dated Oct. 31st. The endorsement of Wo to all of these was admitted. A cheque for Tls. 200 dated Nov. 25th 1901 was refused by the Court as prior to the deed of partnership. A cheque for Tls. 600 in favour of Wo, dated Jan. 21st 1902, and signed Joseph Dederichs, marked "a loan for one month" was admitted in evidence but his Honour remarked there was nothing to show it was drawn on defendant's private account. A cheque for Tls. 45 drawn by defendant for the February rent paid in advance was put in. Defendant said that some of these advances had been paid back by plaintiff but he could not say how much.

(4)

Witness was further examined by Judge Lamme, and said he did not know whether personal payments had been mixed up with business payments on the compradore orders issued on plaintiff. He had no personal account with the firm except on his blotting pad. There had been such an account in the ledger but it had some how disappeared. He had now ascertained that the pages in question were torn out of the ledger about Christmas by his wife, who was willing to come into Court and give evidence as to their destruction. Witness had not been aware they were torn out.

His Honour—It is torn out with exceeding care, and the other leaf is pasted on the opposite page so that the folio in that part is complete. It is exceedingly carefully done.

Witness identified several compradore orders show him by Judge Lamme as drawn by him on plaintiff. They included sums for goods ordered by defendant's wife for Park House, a boarding establishment run by plaintiff, Wo. There was also an order for two visits of Dr. Jackson to Mrs. Dederichs, which had not been met. Concerning other orders of which Judge Lamme put in a number, witness said they were all credited on the monthly statements he rendered to plaintiff. An order to meet a bill of Mr. O'Brien Twigg was partly for goods ordered by witness and partly for goods for plaintiff. He could not say what the shares were. It was six months since defendant first suspected plaintiff of squeezing, but he had not since that time treated him exactly with suspicion. The list of claims put in on the previous day were all for people for whom goods had been sold, and the receipts not paid over by plaintiff. There were, however, included in that list claims for advertisements in local papers. There was no agreement, when the contract was signed as to the amount of capital the parties were to put into the business respectively but plaintiff was to furnish the expenses at the start. The contract made no reference to money matters.

Witness was further question by Mr. Curtis and said that his wife managed Park House for plaintiff. References to Park House were excluded except that the contract in regard to it was allowed to go in to explain those compradore orders which contained payments for Park House.

In reply to the Court witness said the firm of Dederichs & Co. had no banking account. Some of the cheques were marked "private account" because they belonged to the account before witness found it necessary in accordance with local usage to leave the handling of the money to his compradore.

Plantiff was called and cautioned. He gave evidence in pidgin English. He was partner, he said in the firm of Joseph Dederichs & Co., and the understanding was that he received all money and made all payments. He had put into the business altogether Tls. 6,800 and he had received Tls. 3,400. Defendant had furnished nothing to the business except the amount of Tls. 1,152.85 advanced from time to time by the cheques in Court to witness and put into the business to make up the balance between receipts and expenditure. He did not examine the books kept by the defendant.

Cross-examined, plaintiff said his brother-in-law kept the coal book for a month only, as far as he knew, and that the clerk made out a list of the expenses of the firm each month and gave it to defendant. He could not swear to the signature on an account for March now put in.

Judge Lamme pointed out that this statement was not a whole paper and the top had apparently been cut off.

His Honour accepted the document for what it should be worth but remarked that he and the Assessors were decidedly of opinion that the signature on it was not the plaintiff's.

Mr. Curtis now presented the paper he had offered the previous day, as having been overlooked when the papers and books were turned over to the accountant. He attributed this to oversight of his own.

Witness stated that the Chinese newspaper accounts, which it was alleged had been raised for the purpose of "squeezing" defendant were paid by a Chinese book-keeper, who was kicked out by defendant in consequence of these exactions. For several months that book-keeper drew up the accounts which witness paid. Questioned as to the various people, who had complained that their goods had been sold but they had received no payment for them, witness said he could not remember them or their complaints.

Mr. Curtis was taking each of these cases separately when the Court decided to adjourn till Monday next.

Defendant, who had failed to bring his cheque book stubs and bank books into Court as ordered, was instructed to bring them on Monday.

(5)

U. S. CONSULAR COURT.

Shanghai, 6th April.

Before JOHN GOODNOW, Esq., Consul General (Acting Judicially), and Messrs. C. R. BENNETT, and J. W. CLINE (Associates.)

JOSEPH DEDERICHS v. WO FOH-KEE.

This action for dissolution of partnership and settlement of accounts between the parties was resumed. Judge E. H. Lamme appeared for the plaintiff and Mr. G. F. Curtis for the defendant.

Defendant had subpoenaed a great many witnesses by whom he proposed to prove that money owing to the firm had been collected by the compradore, plaintiff, and not credited to the customers or that money owing to them for goods sold for them by Dederichs and Co. had not been paid over, at any rate, only after many applications. Among these witnesses were Mr. P. E. Terrara of Messrs. E. L. Mondon Ld.; Mr. H. A. Pereira of the Shên-pao newspaper; Mr. Pfeifer of 41, Kiangse Road; Mr. A. Krämer of Messrs. Bornemann and Co.; Mr. E. W. George; the Rev. S. I. Woodbridge; Mr. D. Willard Lyon of the Foreign Y. M. C. A., Mr. Geo. A. Woods; Mr. Rowe of 5, Nanking Road; Mr. Juster; Mr. Dietrich; Mr. Tollefsen, a representative of the Nippon Emporium, 38A, Nanking Road; Mr. Sturzel of Melchers and Co., and Mr. Kamogawa of 245, Broadway.

In nearly every instance the testimony was ruled out as incompetent, irrelevant and immaterial, His Honour remarking that the point at issue was not claims on the firm by its customers, but the accounts as between plaintiff and defendant.

Several of the witnesses testified that after making several applications for money to the plaintiff they had gone to defendant who had settled their claims.

Mr. Curtis intimated that he had subpoenaed several other witnesses to give testimony to similar effect, but they were not in attendance.

After this interruption to the plaintiff's case, Judge Lamme called Li Tai, an uncle of the plaintiff, who would, he said, state that he was a man of means and that he guaranteed the plaintiff at his bank to enable him to put Tls. 2,000 into the business of Dederichs and Co. He would prove that he actually paid out that amount to Wo Foh-kee.

His Honour decided that such evidence was inadmissible and plaintiff's case was concluded.

For the defence. A Chinese coal merchant named Doo Dick said there was an agreement between him and Dederichs and Co. whereby the latter were to sell coal for him and receive 5 per cent commission. The firm now owed him the amount of $537.13.

Questions regarding unsuccessful applications made by the witness to plaintiff for payment were ruled out by the Court, and the rulings were excepted to by Mr. Curtis.

Yu Shai, a clerk in the employ of the firm, said he kept the book which contained the account of the coal sold. He did not collect the money himself. His signature was attached to several receipts put in evidence, but he had received that money. It was customary in Shanghai to send out signed receipts by shroffs who were not able to write themselves and who gave them up, when they had received the money. The firm had one book-keeper for the first seven months after it came into existence and after that there were two, of whom the principal was named Wong Chan-shu. This book-keeper should have received the amounts referred to as brought in by the shroff.

Wong Chan-shu was not present in Court and Shü Song-lu, the second booker, who was called, said he did not receive any money himself. In regard to the money paid to the Shên Pao office, he saw the plaintiff pay it to the man Wong, who paid over the amount he received to the agent for the newspaper.

Mr. Curtis offered to show by a number of foreign witnesses, if they were subpoenaed, that they sent goods to Dederichs and Co. to be sold, that the money for those goods was collected by Wo Foh-kee, that it could not be obtained for a long time and eventually was either left unpaid or obtained from Mr. Dederichs.

The offer was overruled in each instance and a corresponding number of exceptions noted by Mr. Curtis.

A partner in the firm of I. Shing, printers, of Szechuen Road, said the firm of Dederichs and Co. owed him $38.65, which amount he had been unsuccessful in getting from the plaintiff.

Another Chinese named Yuen Kong claimed Tls. 47.50 under similar circumstance.

Defendant produced his bank book and strips of cheque books used during the latter portion of his residence in Shanghai. He explained that his earlier account had been with the Russo-Chinese Bank and when he transferred to the Honkong and Shanghai Bank his wife used the bank book as a laundry book.

Both sides offered to leave the case with the Court on the evidence without argument.

Judgment was reserved.

(6)

U. S. CONSULAR COURT.

Shanghai, 24th April.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially) and Messrs. C. R. BENNETT and JOHN W. CLINE (Assessors).

WOO FOH-KEE v. JOSEPH DEDERICH.

Judgment.

The business methods of the firm of Joseph Dederich & Co. were such that an absolutely accurate judgment cannot be given in this case. It is only possible for the Court to give the judgment which it considers approximately just according to the testimony submitted and the entire circumstances of the case.

While neither party is entirely without fault, the blame for this condition lies mainly with Joseph Dederich. He was the foreign partner in whom, by contract, was vested the entire management of the business He offered in Court a set of books. He gave to the Chinese partner monthly statements. On him is the responsibility of the book-keeping.

His books were presented to the Court in a mutilated condition. I can not animadvert too strongly on the fact that Dederich's personal account has been carefully cut out of the ledger submitted to this Court, or on the fact that he claimed the destruction of his bank-books. Mr. Dederich in his testimony lays the blame for this state of things on his wife. It was his contractual duty to keep and preserve the records of the firm. He can not shelter himself behind his wife's skirts, and thus escape the severe censure of the Court.

Nowhere does the defendant attempt to give a summary of the business of the firm. The expert accountant says that he can make no definite statement from the books. The plaintiff says that about Tls. 3,400 was collected from the business and about Tls. 6,800 was paid out. He says that he put into the business Tls. 2,093.75 and that he received from Mr. Dederich and used in the business Tls. 1,152.85. I can not find that this was contradicted and therefore must take the statements as true.

Under the contract of partnership, while no provision was made for the proportion in which the partners should bear any losses, yet, as a specific provision is made that profits shall be shared equally, it must be construed that losses are also to be shared equally.

It appears that the net losses, without considering bills still outstanding, amounted to Tls. 3,246.60, of which amount Woo Foh-kee has paid Tls. 2,093.75 and Joseph Dederich Tls. 1,152.85. The remainder of his half of the losses (Tls. 470.45) Joseph Dederich is hereby ordered to pay into this Court for Woo Foh-kee to be held until the settlement of any outstanding accounts, which shall be advertised for and paid by the two parties, Woo Foh-kee and Joseph Dederich, in equal proportions. The firm of Joseph Dederich & Co., as consisting of Joseph Dederich and Woo Foh-kee, is hereby ordered dissolved as from the beginning of the present Chinese year.

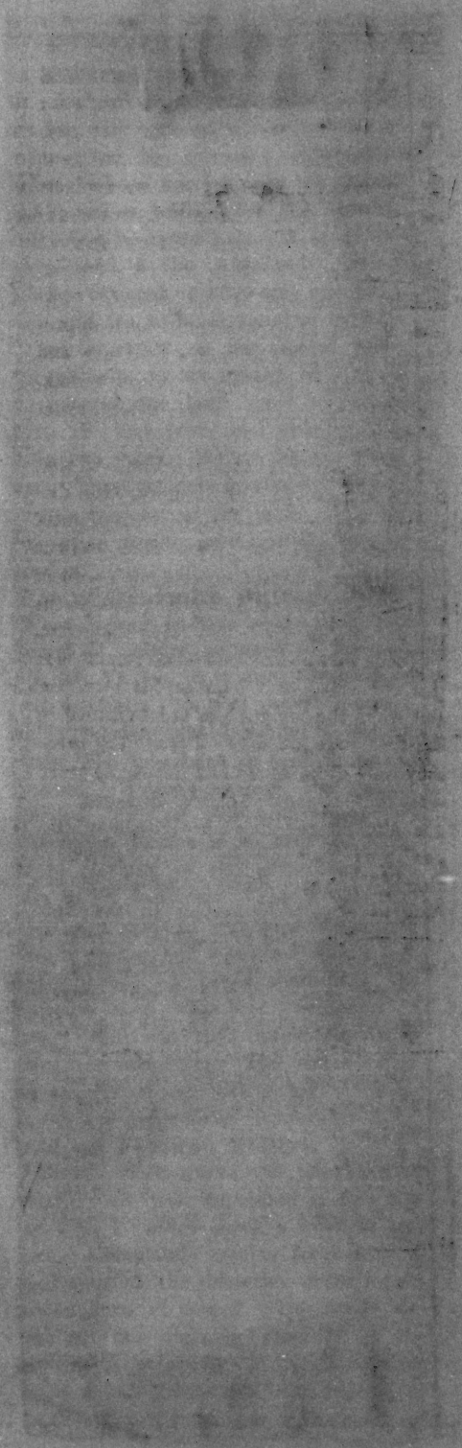
The costs of the action are ordered to be paid as follows: Joseph Dederich is ordered to pay U. S. Gold $101.35 and half of the further costs, and to return to Woo Foh-kee the notes set out in the cross-complaint; Woo Foh-kee is ordered to pay one half of the costs above U. S. Gold $101.35.

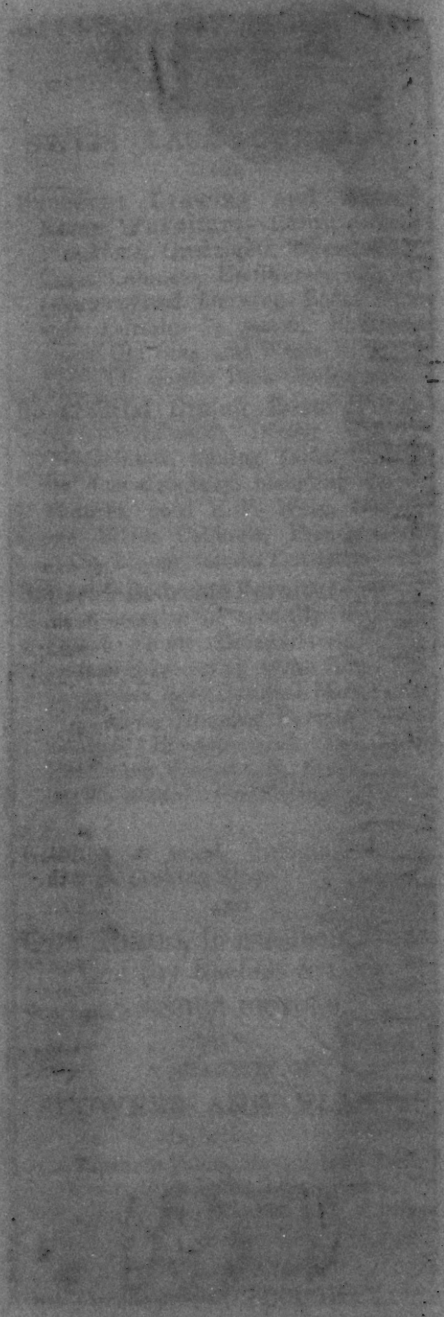
(Signed) JOHN GOODNOW,
Consul General
(Acting Judicially.)

We concur in the above decision.

C. R. BENNETT,
JOHN W. CLINE,
Assessors.

Mr. Curtis—We give notice of appeal in this case.





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CONSULAR BUREAU. RECD. JUN 4 1903 DEPT OF STATE

JUN 8 1903 DEPARTMENT OF STATE

CONSULAR BUREAU.

No. 45

Consulate-General of the United States,

Shanghai, April 30th, 1903

CHIEF CLERK
JUN 6 1903
Department of State.

Mr. John Goodnow,

To the Department of State.

Ackgd. June 11-1903

3rd. ASST. SECRETARY.
JUN 6 1903

Subject:

Marriage

Abstract of Contents.

Transmitting marriage certificate of J. Suckermann & Cecilia Dietrich & Geo. S. Burgess & Susan Vanderbeck.

INDEX BUREAU
JUN 13 1903
FILED

No. 45

Consulate-General of the United States,

Shanghai, April 30th, 1903.

Honorable A. A. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith two marriage certificates of Jacob Suckermann and Cecilia Dietrich and Geo Slader Burgess and Susan Vanderleach.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Form No. 87.

CERTIFICATE OF MARRIAGE.

Consular Office of the United States of America,

Shanghai, China, March 27, 1903.

I, A. H. White, Deputy Consul General of the United States at Shanghai, do hereby certify that, on this twenty-second day of March, A. D. 1903, at Synagogue Beth El in the city of Shanghai, China, Jacob Stockbridger, aged twenty three years, born in New York, City, and now residing in Shanghai, and Cecilia Dietrich, aged twenty-two years, born in Constantinople, and now residing in Shanghai, were united in marriage before me, and in my presence, by Rabbi J. Sudkah, who is authorized by the laws of to perform such a ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this twenty-second day of March, A. D. 1903 and of the Independence of the United States the 127th.

A. H. White

Deputy Consul General of the United States of America.

Fee one dollar. To be issued in duplicate.

CONSULAR BUREAU NOTED.

CERTIFICATE OF MARR

Form No. 87.

CERTIFICATE OF MARRIAGE.

Consular Office of the United States of America,

Shanghai, China, April 21st, 1903.

I, A H White, Deputy Consul General of the United States at Shanghai, China, do hereby certify that, on this 21st day of April, A. D. 1903, at The U.S. Consulate General in the city of Shanghai, China George Slader Burgess, aged 39 years, born in New York City, and now residing in Shanghai, China, and Susan Wanderbeck, aged 22 years, born in Canton China, and now residing in Shanghai, China, were united in marriage before me, and in my presence, by Rev John R. Hykes D.D., who is authorized by the laws of Penn. U.S.A. to perform such a ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this 21st day of April, A. D. 1903 and of the Independence of the United States the 126th

[L. S.]

A H White

Deputy Consul Gen'l of the United States of America.

Fee one dollar. To be issued in duplicate.

CONSULAR BUREAU. RECEIVED

CERTIFICATE OF MARR

NW Gen

CONSULAR BUREAU

CONSULAR BUREAU
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1903
DEPARTMENT of STATE

DEPT. OF STATE
RECD
JUN 4 1903
SEC'Y OF STATE

No. 377

Consulate-General of the United States,
Shanghai May 6 1903

CHIEF CLERK,
JUN 6 1903
Department of State.

Mr. Goodnow

To the Department of State.

SPL. ASST. SECRETARY
JUN 6 1903

Subject:

Impressing Americans

Abstract of Contents.

Relief in 1902

INDEX BUREAU
MAY 23 1904
FILED

Mr. Ralph Allen Cram

Lawyer

Subscription Receipts

Period in 1907

No. ~~322~~ 522.

Consulate-General of the United States,

Shanghai, May 6th, 1903

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have received your circular of Jan. 14th directing a report on the number of applications for relief during 1902 by impecunious Americans.

It is absolutely impossible to give a full report in this matter as the applications at this Consulate average more than one a day. Many of the applicants appear to have been tramps at home, who have drifted out to Manila, and are now drifting along the China coast. They ordinarily ask for bread; but want whiskey.

There has been a fund for aiding destitute Americans, administered by the Consul General, V. G. Lyman, Esq., lately Secretary American Association, and Mrs. F. E. Haskell. From that fund in 1902 was paid as follows:

Jan. 20th part passage Mrs. French to San Francisco $50.00

March 1st H. D. Smith seven days one meal $7.25

R. O. Riley seven days 7.00

C. Bingham twenty eight days 28.00

March 5th H. D. Smith three days 3.00

R. O. Riley thre and one half days 3.50

" 10th T. Callahan ticket to Tientsin $34.00

~~These two men~~ Smith & Riley then got passage to Manila in a transport.

May 12th Erickson one day, one meal $1.35

May 14th J. Ward 8 days 1 meal $8.30

Shanghai, May 6th 3 3

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March 8th D. D. Smith three days 3.00

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" 10th T. Callahan ticket to Tientsin $34.00

" " " part passage to Manila in a transport.

May 12th Erickson one day, one meal $1.35

May 14th J. Ward 8 days 1 meal $8.30

May 22nd,	A. H. Smith 9 days 1 meal	$9.30
May 27th,	C. Osborne 5 days	5.00
" 29th,	J. Timmers 2 days	2.00
Six men in may	(Mrs. H.)	25.95
June 1st,	A. Paul ticket to Nagasaki	12.50
July 2nd,	J. Dillen board 10 days	10.00
	H. Seward board 10 days	10.00
	J. Snyder ticket Nagasaki	7.50
	S. Connors, "	7.50
	H. Knebel "	7.50
May 26th,	F. Smith "	7.50
Sept. 11th,	J. Parry "	8.50
23rd,	G. C. Snyder, part ticket Nagasaki	4.65
	C. B. Crounse ticket Nagasaki	8.50
	H. G. Smith "	8.50
	J. Ord 2 days board	2.00

These men were all investig ated by some one of the Committee and were either given board until work of a vessal could be found for them; or else were given passage to Nagasaki where they had a chance to get on a transport.

Relief was only refused where a man was evidently unworthy. Of course each man said he would send back the money; but up to the present time none have done so.

In only two cases since I have been in Shanghai have I given relief on security of jewelry. In 1901 a Buffalo lady was here and spent more money buying embroideries than she had intended . I loaned her on Oct. 24th U. S. G. dollars 100, on security of a ring. The money was repaid me Aug. 20th, 1902 and the ring was returned to her.

In Sept. 1902 a Mrs. cameron through a mistake

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H. Kneal "	7.50
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In Sept, 1902 a Mrs. Cameron through a mistake

in her ticket was left over here. I loaned her Mex. $200 on security of a ring so that she could buy a ticket to San Francisco. She has repaid Mex. $135.55 and writes me gratefully and that the balance of the money will be soon repaid with the money necessary to express the ring to her.

I do not think that many who have applied for relief here really desire to go back to the United States. They are mostly of the homeless variety and prefer Manila.

I am, Sir,

your obedient servant,

John Goodnow

Consul General.

her ticket was left over here. I loaned her Hex.
good security of a ring so that she could buy a ticket
to Guantanamo. She has repaid Hex. $135.00 and writes
me gratefully and that the balance of the money will
be soon repaid with the money necessary to express the
ring to her.

I do not think that many who have applied for
relief here really desire to go back to the United
States. They are mostly of the homeless variety and
prefer Manila.

I am, Sir,

Your obedient servant,

John Hawes

Consul General.

INDEX BUREAU
RECD.
JUN 4 '03
DEPT OF STATE

CHIEF CLERK,
JUN 6 1903
Department of State.

No. ~~502~~ 523

Consulate-General of the United States,

May 8th, 1903.

Shanghai.

INDEX BUREAU
MAY 9
'03
STATE

Mr. Goodnow,

To the Department of State.

3rd. ASST. SECRETARY.
JUN 6 1903

Subject:

Prisoners in Shanghai.

Answ'd July 1/03.

Abstract of Contents.

Replying to Department's No. 346.

Urging service of long time prisoners in the United States.

INDEX BUREAU
MAR 19 1904
FILED

RECEIVED
JAN 6 1902

No. ~~328~~. 523.

Consulate-General of the United States,

Shanghai May 8 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to acknowledge receipt of your #346 of Feb. 28 directing me to make report on condition Langford and Ward. I hand you herewith report of Dr. Ransom on Langford, Ward, and Nalis .

I beg to urge my recommendation of Jan. 20th that all sentences of over one year should be served in the United States, if the prisoners are white men, or in the Phillipines if the prisoners are Filipinos. Every other nation represented here has this provision in their laws. There is no opportunity to exercise prisoners in Shanghai. The summers are very unhealthy unless a man is exercised regularly. Two years in prison in Shanghai is practically equal to a death sentence. I, like Dr. Ransom, especially pity the Filipinos. There is only one man in Shanghai who can understand Nalis's jargon which is said to be not a language but a series of grunts. His sentence therefore is practically solitary confinement. Two more Filipinos from the Transport "Burnside" will be tried here to-morrow for attempted murder. I am not deciding their case in advance but it is a fact that the party of the other part, a Japanese, was stabbed in seventeen places and the police say the evidence is completed against these two men.

The expense of sending these men home need not be very great. Those to be sent to the United States can be sent to Nagasaki and there put on a transport and delivered to the officials in San Francisco. If there is no warrant of law whereby a Filipino can be sent to a Filipino prison, there should be such a law. It seems to me inhuman to confine a man either in Shanghai or the United States where he can not talk even with his fellow prisoners.

I would respectfully urge you to wire me a disposition for these prisoners, as by the time this despatch reaches you the temperature in Shanghai will be very high; we will almost certainly have cholera; and be fortunate if we do not have the plague here.

I am, Sir,

Your obedient servant,

John Goodnow

(1 enc.) Consul General.

CONSULAR SERVICE, U. S. A.

United States Public Health
and Marine Hospital Service
Office of Medical officer in command.
Shanghai, China.
May 7th, 1903

Hon. John Goodnow,
United States Consul General,
Shanghai, China.

Sir:-

As requested by you I have this day may examination of the three long time United States Prisoners, Langford, Ward and Nalis, confined in the jail at this place; also as to the conditions which obtain at the jail for giving the men occupation and exercise.

I found the men in fair physical condition, but lack of regular employment and insufficient out door exercise, has had its effects upon their mental status. The last named prisoner, a Filipino , is more to be pitied than the others, as the jail food, while good, is not such as these people are accustomed to, and the man is virtually in solitary confinement, there being no one at the jail who can understand his language.

CONSULAR SERVICE, U. S. A.

I consider it most desirable, froma medical standpoint, that, as inthe case of these men, prisoners having long time to serve be sent to an American jail or penitentiary either in the United States or the Phillipine Islands.

Very respectfully,

S. T. Rawson

A. A. Surgeon U. S., P. H. & M. H. S.

Medical Officer U. S. Consulate.

Bureau of Indexes and Archives.

———••———

———————————, 190 .

Please inform
Consul General
at Shanghai that
his despatches nos.
322 and 323 have
been renumbered
522 and 523 respectively.
J.B.D.

BUREAU OF THE AMERICAN REPUBLICS
MEMORANDUM

Mr. Goodnow's No. 523.

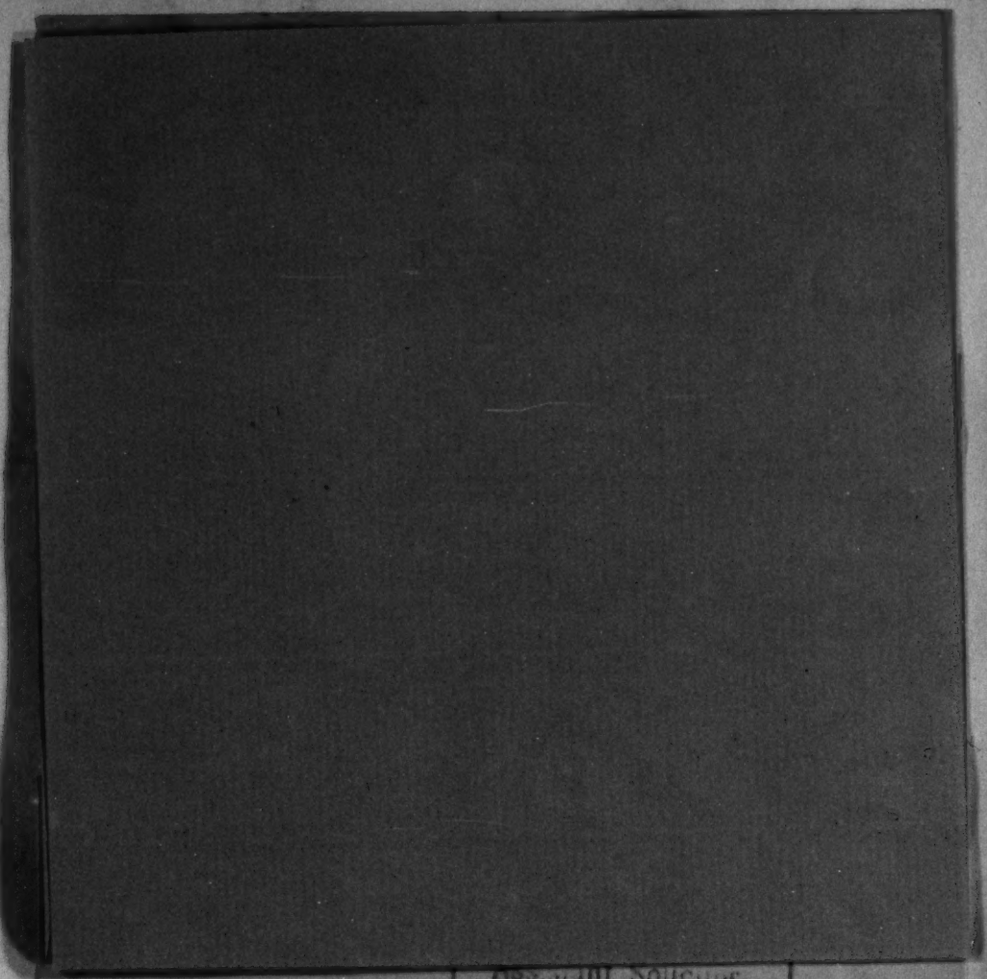
My dear Peirce:

I am well acquainted with the condition in which the prisoners in the United States jail in Shanghai live, and most heartily concur with Mr. Goodnow's recommendation; something should be done if possible on the lines he indicates. I hope it may be in your power to do it.

W. W. Rockhill

RESPECTFULLY REFERRED
TO THE SOLICITOR.

June 8, 1903.



Assistant Solicitor,
JUN 9 1903
Department of State.

Mr. Carr:

I believe we have heretofore invoked the views of the Atty. Gen. on this subject.

F.V.

Mr. Hunter,

Please see what, if anything, was said to the Atty Genl on this subject.

W.J.C.

Consular Bureau.

MEMORANDUM.

Mr.Peirce:

In July,last, two of the prisoners referred to, Langford and Ward, were sentenced to two years imprisonment by the Consular Court at Shanghai for stealing $1,000 worth of goods,which were recovered. The Consul General in reporting the matter stated that " with nothing to eat and no place to sleep,and no prospect of employment,they stole". The prisoner Nalis is serving a sentence of fifteen years, imposed in December,last, for the murder of a Chinaman.

Mr.Rockhill concurs with Mr. Goodnow's recommendation that these men be brought home. In order to do so the Marshal at Shanghai,or someone else duly authorized to do so,would have to take them in custody and bring them over here.

Consular Bureau.

MEMORANDUM.

Unless they come on a Government transport, the expense would be considerable, but from what is known at the Department of the Consular jail at Shanghai it is no proper place for men to be imprisoned for any length of time. I suggest that the matter be referred to the Attorney General for an expression of opinion.

The expenses would have to be borne by the State Department.

CONSULAR BUREAU.

6 1903 DEPARTMENT OF STATE

INDEX BUREAU RECD JUN 4 1903 DEPT OF STATE

CHIEF CLERK, JUN 6 1903 Department of State.

No. =

Consulate-General of the ~~United States~~,

Shanghai May 9, 1903.

Mr. Gardner Hale:

2d ASST. SECRETARY. JUN 6 1903

To the Department of State.

Received June 11/03.

Subject: A. I. Co. vs Zimmerman

Instr. to Shanghai Chief.
" " to American Trading Company
August 12, 1903.

Abstract of Contents.

Case in duplicate.

INDEX BUREAU JUN 13 1903 FILED

No. =

Consulate-General of the United States,

Shanghai May 9, 1903.

Honorable H. H. D. Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate)
case of American Trading Co vs
J. Zimmerman.

I am, Sir, your obedient servant

John Goodnow

Consul General.

(1)

U. S. CONSULAR COURT.

Shanghai, 15th April.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially.)

AMERICAN TRADING COMPANY *v.* SAMUEL ZIMMERMAN.

The petition of the above-named plaintiff against the above-named defendant shows:—

(1) That the plaintiff is a corporation organised under the laws of the State of Maine and engaged in general mercantile business at Shanghai, China.

(2) That the defendant is an American citizen and within the jurisdiction of this Court.

(3) That the defendant, as a partner of Josef E. Giller, and doing business under the name of Josef E. Giller, chartered from the plaintiff the steamship Protector for the period of three months, for which he agreed to pay the plaintiff the sum of $10,000 per month as per the charter party for the said steamship Protector, and which charter party the plaintiff beg to file herewith as a part of his petition as showing more fully the terms and conditions of said charter.

(4) That the defendant as a partner of Josef E. Giller and doing business under the nnme of Josef E. Giller entered into written agreements with the plaintiff under dates 23rd and 24th August 1901, and which the plaintiff begs to file herewith as a part of this answer as showing more fully the terms and conditions of same.

(5) That the plaintiff has complied with the terms and conditions of the said charter party and the said agreements, but the defendant has failed to comply with the terms and conditions of the charter party and agreements aforesaid, and by reason of such failure on the part of the defendant the defendant is indebted to the plaintiff in the sum of Tls. 13,000, which sum the plaintiff has demanded payment of the defendant who has refused and still refuses to pay the same.

Therefore the plaintiff demands judgment against the defendant for the said sum of Tls. 13,100, for costs and other relief.

(Signed) The American Trading Company per Chas. A. Edwards sub-agent.

(Signed) Edwin Lamme. Attorney for plaintiff.

Comes now the defendant in the above entitled action and for answer thereto admits that he is a naturalised citizen of the United States of America, and that he was formerly a subject of the Empire of Russia; saving this exception he denies each and every material allegation in each and every paragraph of the plaintiff's complaint.

For a cross complaint to said action the said Samuel Zimmerman complains and alleges that he neither reads nor writes the English language and that his partner J. E. Giller neither reads writes nor speaks the English language, that the American Trading Company was, fully cognizant of the said facts, that through grossly false and fraudulent representations and by trick and device, which said representations they knew at the time to be grossly false and fraudulent and which trick and device they deliberately practised and which they made for the purpose of deceiving and taking advantage of the said J. E. Giller, lured the said J. E. Giller into the offices of the American Trading Company at Shanghai, China, and by said false representations induced the said Giller to sign a document which he could not read, which was falsely translated to him by an agent of the American Trading Company, to be a charter party for the s.s. Protector at actual cost price for three months at $10,000 per month, plus 2½ per cent commission thereon, to be paid to the American Trading Company as his agents. That the agent who translated said document had a contract with the American Trading Company at the time to share ½ of any profits the American Trading Company should realise from the said J. E. Giller in said enterprise.

That the books of the American Trading Company set forth the said agency, that the accounts rendered the said J. E. Giller set forth the said agency at a commission of 2½ per cent on the said charter party per month.

That the American Trading Company more than a year after said entries were recorded in their said books have criminally falsified said books and rendered other accounts omitting said commission as agents on said charter party.

That in truth and in fact the actual cost price of said charter party was not $10,000 Mex—but $9,750 Mex—that the American Trading Company charged 2½ per cent commission on the full $10,000 Mex.

(4)

That on said charter party the said J. E. Giller and the said defendant Samuel Zimmerman paid unto the American Trading Company the sum of $5,000 Mex. on said charter party and in addition thereto the further sum of $5,989.46 Mex. on a coal account as is more specifically set forth in the Bill of Particulars annexed hereto and made a part hereof.

Because of the aforesaid false and fraudulent representations made as aforesaid by the American Trading Company, the said Samuel Zimmerman prays this Honorable Court for a rescission of said charter party and that he be given judgment against the American Trading Company for the actual money paid them, to wit: $10,989.46 Mex. and for such other and further relief as to your Honorable Court may seem meet and your petitioner will each pray.

For a second cause of action the said Samuel Zimmerman complains and alleges that on the 23rd August, 1901, at Shanghai, China, through J. E. Giller, his partner, he mutually entered into a contract with the American Trading Company, which contract is duly filed with the clerk of this Honorable Court.

The said Samuel Zimmerman has always been ready and willing through his partner, J. E. Giller to perform his part of the said contract, and on 1st November 1901. O. S. (14th November, 1901, N. S.) paid to the American Trading Company the sum of Roubles 5,000 for the shipment of certain goods under the said contract.

The American Trading Company asked for the said Roubles 5,000 and promised upon the receipt to ship the said goods. The said sum of Roubles 5,000 was sent to the American Trading Company and a receipt was received from them therefor, but the goods were not sent.

Because of the said breach of contract the said Samuel Zimmerman and J. E. Giller have been damaged in the sum $65,666.67 mex. as is more specifically set forth in the Bill of Particulars annexed hereto and made a part hereof.

Wherefore your petitioner prays judgment for said sum together with such other and further relief as to your Honorable Court may seem meet and your petitioner will ever pray.

(Signed) Samuel Zimmerman.

BILL OF PARTICULARS.

To amount paid on charter of s s. Protector		$ 5,000.00
,, alleged cost coal		5,788.00
,, alleged expenses for delivery of said coal	Tls.	151 46

SECOND CAUSE OF ACTION.

To amount paid for merchandise which said merchandise was not delivered to plaintiff	Rbls.	5,000 00
,, damage for breach of contract for non delivery of said goods		$60,666.67

Mr. E. A. Lamme appeared for the plaintiffs and Mr. G. F. Curtis for the defendant.

Mr. Curtis put in an affidavit to the effect that certain important documents were expected by mail from Vladivostock and as they were material to his case, he asked for a continuance of the case.

His Honour granted a continuance till the following afternoon.

Shanghai, 16th April.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially) and Messrs. F. A. BLAKE and GEO. E. TUCKER (Assessors).

THE AMERICAN TRADING CO. v. SAMUEL ZIMMERMAN.

Mr. G. F. Curtis appeared for the defendant and Judge Lamme for the plaintiffs.

Mr. G. F. Curtis handed in a formal notice objecting to the Assessors

His Honour overruled the challenge and asked if either Attorney had any questions to ask of the Assessors.

There being no questions the Assessors were duly sworn.

The evidence throughout the sitting was mostly a repetition of that adduced in the case of the American Trading Co. v. Josef Giller.

Mr. Curtis wished to see the entries of the coal account for the Steamship Protector, and Mr. H. J. Limby was therefore called. These having been found and compared with the account rendered, His Honour accepted the account as evidence. He refused to allow defendant's attorney to inspect the books, on the grounds that no entries could in any way affect the contract.

Mr. Chas. Edwards, sub-agent of the American Trading Co., was called and cross-examined by Mr. Curtis. He produced the original invoices for the coal. He only knew Mr. Zimmerman as a partner of Mr. Giller. Witness knew Mr. Giller and that he could not speak English.

Mr. Curtis asked that an accountant should be appointed to go over plaintiff's books.

His Honour said it was unnecessary. At this stage the Court then adjourned till to-day.

Shanghai, 17th April.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially) and Messrs. F. A. BLAKE and GEO. E. TUCKER (Assessors).

THE AMERICAN TRADING CO. v. SAMUEL ZIMMERMAN.

The hearing of this case was resumed yesterday.

Mr. Curtis asked that the judgment in the Giller case might be accepted as evidence, and his Honour acceded to the request.

The cross-examination of Mr. Chas. A. Edwards was continued.

(3)

Mr. Curtis again asked that the case should be dismissed. His Honour disallowed the application.

He then asked for a continuance pending the arrival of certain documents from Vladivostock.

His Honour decided that a continuance would not affect the case of either party and the Court therefore adjourned.

Shanghai, 27th April.

Before JOHN GOODNOW, Esq., Consul General (Acting Judicially) and Messrs. F. A. BLAKE and GEO. E. TUCKER (Assessors).

THE AMERICAN TRADING Co. v. SAMUEL ZIMMERMAN.

This case was resumed. Mr. Edwards again took the stand, and his cross-examination by Mr. Curtis was continued.

Mr. Curtis said the document from Vladivostock, pending the arrival of which the Court had granted a continuance, had arrived.

At an early stage his Honour decided to appoint an accountant to go through the books of the plaintiff, and with the consent of both attorneys ordered that the testimony in the Giller case should be accepted as evidence in this suit.

Mr. Edwards in the course of his cross-examination admitted that the s.s. Protector had been sub-chartered to other parties whilst in Mr. Giller's hands, but said that the profits resulting from such sub-charters had been credited to Mr. Giller, and moreover Mr. Giller had written to his firm (the American Trading Co.) authorising them to operate the ship. Witness said that Mr. Katz came to his offices with a letter from Mr. Giller saying that he was acting as his (Mr. Giller's) agent, and asking that he might be allowed to examine the books and vouchers of the American Trading Co. with reference to the accounts rendered to him. Witness allowed Mr. Katz to do so and that gentleman said that he thought the accounts looked correct and in order, and that the only thing that remained was for Mr. Gille to pay the balance.

William Katz, sworn, emphatically denied these statements, and said that some of the items were not accompanied by vouchers, and plaintiff did not produce bills of lading or manifests. Witness never expressed his satisfaction with the accounts; on the contrary he told Mr. Edwards that he could not check some of the items.

S. Serebrenik, sworn, identified documents produced, as those for which the defendant had been waiting since the continuance was granted.

His Honour read the documents, and although Judge Lamme objected, said he would accept them for what they were worth.

The Court then adjourned the case, subject to notice, presumably to give time for an accountant to go over the books.

Shanghai, 30th April.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially), and Messrs. F. A. BLAKE and GEO. E TUCKER (Assessors).

THE AMERICAN TRADING Co. v. SAMUEL ZIMMERMAN.

At the adjourned hearing of this case Mr. C. R. Bennett, of Messrs. Mustard & Co., was called and identified the following as his report on the accounts submitted to him :—

"I have carefully gone over the vouchers and statement submitted to me by the Court in the case of J. E. Giller v. the American Trading Co. and have compared them with the books of the American Trading Co. and beg to report as follows.

Up to 1st April, 1902, the balance of the Protector account in the American Trading Co.'s books shows a debit balance of Taels 5,325.34, which is accounted for in the following manner :—

The ledger has two debits to general commission, amounting to Taels 553.87 and no entry for commissions on the charter money, which amount to Taels 525.41, a difference of Taels 28.56 which, deducted from ledger account (4,907.72), makes Taels 4,879.26. The interest entry in the statement dated February 4th, 1903, of Taels 482.82 has not been wholly entered up in the ledger, which shows debits to interest amounting to Taels 36.75 making a difference of Taels 446.08 which, added to the ledger balance, equals Taels 5,325.34, the same amount as shown by the statement as Debit Balance which is in order.

I further find four debits on the ledger which are omitted from the statement.

(1) A draft for Taels 220, drawn by Messrs. Shewan, Tomes and Co., Hongkong, accompanied by statement of the Protector account from November 29th, 1901, to January 6th, 1902.

A draft for Tls. 596—drawn by Messrs. Shewan, Tomes & Co., Hongkong, accompanied by statement of the Protector account from 29th November, 1901, to 6th January, 1902.

Both drafts and statements I submit herewith.

(3) A debit note from the Russian Consulate, Shanghai, dated 5th May, 1902 for 3 Roubles which equals Taels 2.68.

(4) A charge of $6 for telegrams on Messrs. Shewan, Tomes and Co.'s statement, dated 13th May, 1902. $6 equals Taels 4.45.

These four amounts equal Taels 823.13 which, added to the debit balance of the statement, equal Taels 6,148.47. This amount is the total amount due the American Trading Co. from J. E. Giller, Esq., and the s.s. Protector according to all the vouchers submitted to me by the Court, and all credit entries on the statement are in accordance with the American Trading Co.'s books.

Respectfully submitted,

C. R. BENNETT
(Mustard and Co.).

(4)

Mr. Curtis cross-examined the witness and elicited from him the facts that he had not gone over the coal account, nor had he received or seen vouchers for the Newchwang, Canton account of the s s. Protector.

Mr. Curtis, in his speech for the defence, laid stress on the fact that the American Trading Co. had refused to recognise Mr. Zimmerman in connection with their dealings with Mr. Giller. He also pointed out that while the plaintiffs were operating the steamer they could easily have sent her to Hakodate where a large cargo was waiting. Mr Edwards the attorney said, had practically admitted that he offered Mr. Giller inducements to take the vessel.

Judge Lamme made a short speech for the plaintiffs, in which he said that three days after the Court had shown that no actual damages had been sustained through the non-shipment of the rice, a claim for a large amount, which was said to have been paid, was put in.

Mr. Curtis wished to reply, but his application to do so was overruled.

The Court then adjourned.

(5)

Shanghai, 7th May.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially) and Messrs. F. A. BLAKE Jnr., and GEO. E. TUCKER (Assessors).

THE AMERICAN TRADING COMPANY v. SAMUEL ZIMMERMAN.

(Judgment.)

In this action the plaintiff alleges that the defendant, being a partner of J. E. Giller, chartered from the plaintiff the steamship Protector, and owes, for the unpaid balance on the said charter and coal furnished to the ship for its operation, Tls. 13,100. This the defendant denies and claims as an offset that the signature of Mr. Giller, admitted to have been a partner of the defendant in the transaction involved in this case, to the charter of the Protector was obtained by fraud.

(1) That the cost price of the charter was misrepresented to Mr. Giller.

(2) That the plaintiff guaranted 2,000 tons of cargo from Hongkong to Shanghai as an inducement to the signing of the charter; but that no cargo was there for the steamship.

For these reasons the defendant asks that the charter of the ship be declared void and that the money paid to the American Trading Co. ($10,989.46 Mex.) be ordered refunded.

As a second offset defendant alleges that the American Trading Co. failed to carry out a certain contract of 23rd August 1901, made by and between the American Trading Co. and J. E. Giller, and that by said breach of contract Zimmerman and Giller have been damaged in the sum of Mex. $60,666.67.

The defendant therefore asks judgment for $76,606.13 Mex.

After carefully hearing the evidence in the case and after having the accounts and vouchers checked by C. R. Bennett, Esq., as an accountant, I find that the amount due the American Trading Co. on account of the charter and operation of the steamer Protector, including the account for coal, is Tls. 7,208.07.

Cross complaint:—

(1) It is the contention of the defendant that plaintiff was to charter the steamer Protector for the defendant in consideration of 2½ per cent commission on the actual cost price to the plaintiff of said steamship for three months. The exhibits show that the steamship was chartered by the American Trading Co., from Thoresen and Co. at a monthly rental of $10,000, less 2½ per cent. The charter from the American Trading Co. to Mr. Giller, defendant's partner, shows that Mr. Giller agreed to pay $10,000 a month without any commission, all reference to commission on the charter signed by Mr. Giller having been erased. Even if that written charter signed by Mr. Giller could be modified by conversations which took place before it was signed and even admitting the contention of defendant that he was to pay cost price plus 2½ per cent the figures given show plainly that he was not wronged.

(2) I do not find by the evidence that plaintiff guaranteed any cargo from Hongkong to the North.

This Court therefore must refuse the prayer of the defendant for a rescission of the charter party of the Protector and for a return of the money paid under it. The Court does not find any "grossly false and fraudulent representations," or "trick or device" on the part of the American Trading Co. as against the defendant or Mr. Giller in the matter of the steamship Protector. On the contrary the American Trading Co. and Mr. Edwards, its agent in this matter, are shown by the evidence to have acted throughout the whole transaction in an honourable and straightforward manner. Errors in the book-keeping have been shown, but it is noted that the errors made by the American Trading Co. were in the aggregate against itself.

Second offset:—It is shown that in November 1901 Mr. Giller's agents in Vladivostock paid Roubles 5,000 toward a shipment of rice to be made by the steamship Protector. It is shown, however, that at the time rice could not be exported from Shanghai without a permit from the Chinese authorities in Shanghai; that the American Trading Co. endeavoured to obtain a permit to export this rice to Vladivostock, but were unsuccessful. It was also shown that the Protector was gone from Shanghai when the money was received at this port. The American Trading Co. applied this amount of Roubles 5,000 to the indebtedness on the account of the steamer Protector.

It has not been shown that the failure to ship the said rice has been the cause of any actual damages but only of the loss of prospective profits. No damages can be given on such a claim. In the present case a document has been received from Vladivostock purporting to show that on 10th April one G. Gersherich made for the first time a claim against Giller for damages amounting to Roubles 16,500 and interest for breach of contract of delivery of 33,000 poods of rice in November 1901. The document further purports to show that on 11th April Giller paid in full the amount claimed with interest. In the testimony in a previous case incorporated in the records in this case, Mr. Giller testified that he did not know of any actual damages to be paid but only that he expected to make one rouble per pood profit. On 8th April this Court held in the case above-mentioned "the only measure of damages is an actual loss; none such is shown in the evidence in this case." It is a curious coincidence that within two days thereafter a claim was made for the first time for actual damages, which claim was paid on the next day and promptly sent here for use in this case. This Court must refuse the prayer for damages under the second offset of the defendant.

In accordance with the above findings judgment is hereby given in favour of the American Trading Co. and against Samuel Zimmerman for Tls. 7,208.70 and the costs in this case.

(Signed) JOHN GOODNOW,
Consul-General (Acting Judicially.)

We concur in the above decision.

(Signed) F. A. BLAKE, Jnr.,
G. E. TUCKER.
Assessors.

Ackgt June 12-1903

CHIEF CLERK, JUN 6 1903 Department of State.

CONSULAR BUREAU.

No. 4

CONSULAR BUREAU RECD. JUN 4 1903 DEPT OF STATE

CONSULAR BUREAU. JUN 6 1903 DEPARTMENT OF STATE

CONSULAR BUREAU. NOTED.

Consulate-General of the United States,

Shanghai, May 9th, 1903

Mr. John Goodnow,

To the Department of State.

3rd. ASST. SECRETARY. JUN 6 1903

Subject:

Manage.

Abstract of Contents.

Transmitting manage certificate of Wm. Roy Bilyeu & Violet P. Rushworth.

INDEX BUREAU JUN 10 1903 FILED

No. 46

Consulate-General of the United States,

Shanghai, May 9th, 1905.

Honorable A. A. C. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to herewith enclose to you a marriage certificate of Wm. Roy Bilyeu and Violet Russell Rushworth.

I have the honor to be

Sir,

Your obedient servant.

John Goodnow

Consul General.

Form No. 87.

CERTIFICATE OF MARRIAGE.

Consular Office of the United States of America,

Shanghai China, May 8, 1903.

I, John Goodnow, Consul General of the United States at Shanghai, do hereby certify that, on this 8th day of May, A. D. 1903, at The U.S. Consulate Genl in the city of Shanghai China, William Roy Bilyeu, aged 23 years, born in Bethalto Ills, and now residing in Shanghai China, and Violet Russell Rushworth, aged 22 years, born in Melbourne Australia, and now residing in Shanghai China, were united in marriage before me, and in my presence, by Rev. G F Fitch, who is authorized by the laws of Ohio to perform such a ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this eighth day of May, A. D. 1903, and of the Independence of the United States the 126th.

[L. S.]

John Goodnow

Consul Genl of the United States of America.

Fee one dollar. To be issued in duplicate.

CONSULAR SERVICE. NOTED.

No. ~~3~~ 574.

3rd. ASST. SECRETARY. JUN 20 1903

Consulate-General of the United States,

Shanghai China May 13, 1903.

Mr. Goodnow

To the Department of State.

CHIEF CLERK, JUN 8 1903 Department of State

Hale.

Rec'd June 6/03.

Subject:

Chinese Tariff -

Abstract of Contents.

Additions made by Russia & Italy

INDEX BUREAU JUN 30 1903 FILED

Mr. Goodnow's No. 524.

BUREAU OF AMERICAN REPUBLICS

MEMORANDUM

Dear Peirce:

I think Mr. Goodnow should be informed that we know of no objection to the acceptance by the United States of the list of articles added by the Russian and Italian Governments to the new tariff. I fancy that Mr. Goodnow might inform the Treaty Commissioners of this fact, and if these additions to the tariff are also accepted by the other Powers signatories to the recent revised tariff, they might be added to the text of our schedule when finally annexed to the commercial treaty now being negotiated.

W. W. Rockhill

June 22, 1903.

CONSULAR BUREAU.

Mr. Goodnow as recommended by Mr. Rockhill

W. W. R.

No. ~~3~~ 534.

Consulate-General of the United States,

Shanghai May 13, 1903.

Honorable H W D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith letter from Treaty Comrs Rock and Wu regarding additions to the Chinese Tariff asked by the representatives of Russia and Italy. It is outside the province of Mr Seaman and me as Treaty Comrs - Please instruct.

I am, Sir, your obedient servant

John Goodnow
Consul Genl

List of Articles Added to the Tariff

by

The Russian Government.

(Enclosed in Mr. Goodnow's No. 524 of May 13, 1903)

ollen & cotton mixture, commonly called "Mo shih chin" and classed under No. 11 cloth and curtains with patterns,
undyed, Duty, 5% ad valorem
dyed " 15 tael cents per yard.

sh maws 'Russian salmon bellies) classed under No. 5 Pickles and delicacies from the sea. Duty 5 % ad valorem.

ld ginseng, classed under Medicines No. 3. Duty 5% ad valorem.

er horns, " " " " "

nd otter skins, classed under skins &c. No. 17, Duty ₹8. per 100 skins.

nx skins " " Duty 2 mace 2.5 per skin.
berian sable " " " 5% ad valorem.
bbit skins " " " " "
untain rabbit skins " " " "
al skins " " " " "
eep skins " " " ₹3. per 100 skins.
quirrel skins with and without tails " 5 % ad valorem.
quirrel tails " 2 mace per hundred.
olf skins " 3 mace 3 per 100.

List of Articles Added to the Tariff

by

The Italian Government.

arble Duty 5% ad valorem.
emons " 4 mace per 1000 lemons.

List of Articles Added to the Tariff

by

The Russian Government.

(Enclosed in Mr. Goodnow's No. 834 of May 15, 1903)

[illegible] & cotton mixture, commonly called "No skin cloth" and classed under No. 11 cloth and curtains with patterns,

[illegible] woven. Duty, 5% ad valorem

[illegible] dyed " 15 tael cents per yard.

[illegible] known 'Russian salmon bellies) classed under No. 8 Pickles and delicacies from the sea. Duty 5 % ad valorem.

[illegible] ginseng, classed under Medicines No. 3. Duty 5% ad valorem.

[illegible] horns, " " " " "

[illegible] otter skins, classed under skins &c. No. 17, Duty 5%. per 100 skins.

[illegible] " " Duty 2 mace 2.5 per skin.

[illegible] " " " 5% ad valorem.

[illegible] " " " " "

[illegible] " " " "

[illegible] " " " "

[illegible] " " " 5%. per 100 skins.

[illegible] with and without tails " 5 % ad valorem.

[illegible] " 2 mace per hundred.

[illegible] " 6 mace 5 per 100.

List of Articles Added to the Tariff

by

The Italian Government.

[illegible] Duty 5% ad valorem.

[illegible] " 4 mace per 1000 lemons.

Treaty Commissioners Lu & Wu

to

Treaty Commissioners Goodnow & Seaman.

In the 7th moon of last year, we in conjunction with the Tariff Commissioners of the Treaty Powers in Shanghai, revised the Tariff with the rules of reorganization- which was signed. Each Commissioner had a copy.

At that time however, some of the Governments had not yet appointed their Commissioner, hence had not signed the Tariff.

We are now in receipt of a communication from Their Excellencies "Pao" (Posdneef ?) the Russian Tariff Commissioner and "Nieh" (Nerazzini ?) the Italian Commissioner, with whom after repeated negotiations, we have come to an agreement, that they will conform to the Tariff regulations as they stand, but as apart from those, Russian and Italy have produce and goods which are not included in the original Tariff, they send us a list of such asking that we instruct Messrs Taylor and Hippisley, Commissioners of Customs to go carefully through them and that they be taxed either at 5% ad valorem or by a specific duty, the amount being clearly stated and appended to the original Tariff. This done, they will jointly sign on a given date.

As in duty bound, we send hereby to Your Excellencies a copy of the list that you may append it to the original Tariff.

A necessary dispatch.

Dated the 7th of the 3rd moon

April 4th 1903.

List of articles added to the Tariff

by

The Russian Government.

Woollen & cotton mixture, commonly called "Mo shih chin" and classed under No. 11 cloth and curtains with patterns,

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dyed, " 15 tael cents per yard.

Fish ~~Ophicephalus~~ maws (Russian salmon bellies) classed under No. 5 Pickles and delicacies from the sea. Duty 5% ad valorem.

Wild ginseng, classed under Medicines No.3 Duty 5% ad valorem.

Deer horns " " " " "

Land otter skins, classed under skins &c. No.17 Duty $8. per 100 skins.

Lynx skins " " Duty 2 mace 2.5 per skin.

Siberian sable " " " 5% ad valorem.

Rabbit skins. " " " " "

Mountain rabbit skins. " " " "

Seal skins " " " " "

Sleep skins " " " $3. per 100 skins.

Squirrel skins with and without tails. " 5% ad valorem.

" tails. " 2 mace per hundred.

Wolf skins. " 3 mace 3 per 100.

List of articles added to the Tariff

by

the Italian Government.

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by

the Italian Government.

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Lemons. " 4 mace per 1000 lemons.

CONSULAR BUREAU.

No. 11

Consulate-General of the United States,

Shanghai May 16, 1903.

Mr. Goodnow.

To the Department of State.

Filed with Journal 11/03.

Subject:

Court cases

U. S. vs some Filipinos [illegible] June

acr

Abstract of Contents.

3 enclosed; in duplicate.

No. 4

Consulate-General of the United States,

Shanghai May 16 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith, in duplicate,

1- case against two Filipinos, Donato and Monico, charged with assault with ~~with~~ a dangerous weapon and felonious cutting.

2-case againhst John Williams, charged with assault.

3- Coroner's inquest on Edward Gray of the U. S. S. Monadnock, held at the request of the Commanding Officer of the Monadnock.

I am, Sir, your obedient servant,

John Goodnow

C.G. USA

Sergent May 16 1904.

[illegible] U. S. Marine,

[illegible]

I have the honour, to duplicate,

1- case against two Filipinos, Donato and
Cadao, charged with assault with a dangerous
weapon and felonious cutting.

2-case against John Williams, charged with
assault.

3- Coroner's Inquest of Edward Gray of the
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commanding Officer of the Vosemite.

I am, Sir, your obedient servant,

[illegible]

[illegible]

U. S. CONSULAR. COURT.

Shanghai, 9th May.

Before JOHN Goodnow, Esq., Consul-General (Acting Judicially), and Messrs. A. W. DANFORTH and J. C. FERGUSON (Assessors)

Two Filipinos, Donato and Monico, from the U. S. transport Burnside, were charged with feloniously cutting and wounding the plaintiff, Kobayashi, a Japanese, at 10.30 p.m on the 26th of April. Complainant, owing to the serious nature of his injuries, will be unable to leave hospital for some time, and Mr Yoshizawa, Japanese Vice-Consul, watched the case on his behalf.

The prisoners both denied having had anything to do with the alleged assault.

Detective Sergeant McDowell was the first witness. He said that the stabbing affray occurred in the Fearon Road. It was reported to the police about two o'clock the next day, and inquiries were at once made. Witness went on board the Burnside and also several other ships, enquiring about Manila-men who were ashore on that night. The following day witness again went on board the Burnside, and this time the Captain had all the men paraded on deck. Witness noticed that Donato had a slight wound on the jaw, and that he appeared very frightened. He asked the Captain's permission to take him into custody. On the same day Marcello was also arrested because it was found that he was in company with the other prisoner on the day in question, and they were both detained at Hongkew station for two days. They were kept in separate cells and they both informed witness that it was Monico who actually stabbed the Japanese. Donato explained exactly how it occurred, so did Marcello. Marcello was not charged. He was only brought up as a witness. Donato, although he also gave information, was brought up because his cap was found at the spot where the affray took place, and also because he had a wound on the head which he said that he got from the Japanese. That showed that he must have been in the row. Both the men said that Monico used a knife. It was on this evidence that they were charged.

Marcello, sworn, said that about ten o'clock on Sunday night when he came ashore, he saw the two prisoners fighting with the Japanese near the river. They were intoxicated and witness tried to separate them and take them on board with him. They would not come and one of them struck him a blow on the right arm with an iron bar. It was Donato who struck him. Witness went a little away, and he saw the Japanese running, followed by the two men. He saw Monico strike the Japanese with a knife. Donato only had an iron bar.

By his Honour—Witness came ashore about four o'clock in the afternoon. The two prisoners came ashore first. It was about ten when the fight took place. Witness was not with the men, nor had he seen them ashore until he saw them fighting. When he saw them fighting he went up to them and tried to separate them. The fight took place near Scott Road. The light was not very bright but witness could see all that went on quite clearly. After Donato struck him he went away, but he saw Monico hit the Japanese with a knife. The Japanese was on the ground. Witness did not kick the injured man on the head—he had nothing to do with the assault. He had not a knife, but was carrying a small stick. Witness was about 10 yards away from Monico when that man struck the Japanese. Monico had an ordinary sailor's knife with a good-sized blade; he seemed to be striking the complainant all over the body. Monico stabbed more than five times.

In reply to Sergeant McDowell, witness denied having had any conversation with either of the prisoners the next day, but finally admitted that one of them had told him to keep quiet.

Inspector Bourke said that that was all the evidence he had got. The men were practically arrested on a warrant. It was while they were locked up at the police station that they made voluntary statements, and gave away the man Monico.

His Honour read the statement of the injured man, which showed that on the night of 26th he heard that a quarrel had taken place near his house and went out to see what was the matter. When he got near the Hongkew Creek a body of sailors, numbering about 15, suddenly appeared before him, one of whom caught him by his right arm, stabbing it at the same time. Complainant fell and when he got up was again attacked and stabbed by five of the sailors; he then lost consciousness, but was sure that he uttered some cries for help. When he came to the sailors had disappeared and he got up to leave the place, but two of the sailors returned and began kicking his head. Afterwards he escaped to a Cantonese brothel whence he took a ricsha home. From home complainant went to Dr. Sasaki's hospital where he now is. He further declared that he received the injuries without any provocation, he only went to see what was causing the disturbance.

Dr. Sasaki's report was also read by his Honour, and this showed that Kobayoski had sustained no less than eleven wounds—four cuts on the face, four cuts on the right arm, two on the right leg, and a contused wound on the same limb. One of the injuries on the arm was most serious, and would not be healed for over five weeks; even then complainant might find some difficulty in moving his hand. The

wounds must have been inflicted with a knife.

Mr. Yoshizawa then called Shiratou, who was sworn in Japanese. Witness stated that he lived at 868, Hukang Road, Hongkew, and kept an egg store. Having heard quarrelling near his house he went out. When close to the place he saw several sailors, having knives. Witness was frightened and hastened on. When he had gone a short distance he heard a cry.

By his Honour—At the time he did not know whether the injured person was a Japanese not, but when he saw that he was in danger he escaped. He saw that the sailors were Manilamen, but could not recognise them again as it was dark.

In reply to Inspector Bourke, witness said that he saw two or three men with knives.

Inspector Bourke stated that the complainant would not be able to leave hospital for some time.

After a short adjournment, the Court decided to discharge Donato, and also to release Marcello, as there was no evidence against either of them. At Sergeant McDowell's urgent request, however, he agreed to allow Donato to be kept in custody as a witness. Monico was ordered to be remanded until Monday morning, when the case will be resumed at 10 o'clock.

Shanghai 11th May.

Before JOHN Goodnow, Esq., Consul-General (Acting Judicially), and Messrs. A. W. DANFORTH and J. C. FERGUSON (Assessors)

The Filipino Monico was brought up, on remand, charged with feloniously cutting and wounding the Japanese Kobayashi on 26th April.

Donato, the man who was discharged at the last sitting of the Court was the first witness to be called. He stated that at 10.15 p.m. on the day in question he was in a Chinese house when he heard the noise of a crowd. When he came outside he saw a crowd of Japanese, and Monico, with a knife in his hand all standing round a Japanese. Witness went up close and tried to get Monico to come away. Monico however threatened him with the knife and witness ran away. The Japanese also knocked witness on the head. There were no other Manila sailors there.

By his Honour—Witness had only been drinking lemonade and beer, no spirits. He had only had a small bottle of beer. Monico at the time was half drunk. Witness did not come ashore with Monico, nor had they been together during the day. The first time he saw Monico ashore was at the fight. He distinctly saw Monico strike the Japanese with a knife, but could not say how many times he did so. The Japanese fell down, and Monico began to kick him on the head. Witness was about ten fathoms away when he stopped to watch the fight. Monico wanted to go for him with the knife so he would not go close. There was a light about ten fathoms away, and witness saw the Japanese fall down with his face upwards. There was quite a crowd of Japanese, numbering about fifty or sixty. While the Japanese was lying on the ground Monico stabbed him several times. Witness could not say exactly where he stabbed him. As far as witness saw, Monico was the only person who struck the Japanese. No other Manilamen except witness and Monico were there. Monico had an ordinary sailor's knife. Witness admitted having left his cap there, but said it was owing to the blow from the Japanese.

Questioned by Inspector Bourke witness said that he knew the man Marcello, but did not see him present during the fight. The last time witness saw Marcello on that Sunday was at ten o'clock in the morning. Marcello might have been there but witness did not see him.

By the Honour—Witness denied having struc Marcello, as he did not see him there at all. He also denied that Marcello came up and wanted to take him on board. He next saw his cap at the Police Station.

Detective, Sergeant McDowell asked witness if he knew what became of Monico's knife. Witness said that Monico threw it into the Creek. He knew because Monico had told him the next morning.

By his Honour—He went up twice to try and separate Monico and the Japanese. After the fight he (witness) went home. Monico did not go on board with him. There were a lot of Japanese round at the beginning of the fight, but afterwards some of them ran away. One of the Japanese chased Monico down another road. Witness said that he was uncertain whether the Japanese had a stick or a knife or any weapon. He saw no one in the crowd with a knife, except Monico, but several Japanese had sticks. Some of them tried to hit Monico. Witness did not know how the row started, because he was in a Chinese house at the time. Monico was not struggling with any other Japanese when witness first saw him, nor were any Japanese trying to separate them. Witness could not be sure who it was who struck him, for at that time he was trying to separate them, the Japanese with his left and Monico with his right hand. He got struck from the left. As far as witness knew this was not a free fight. It might have been before he came out, but the only people he saw fighting were the Japanese and Monico. Neither witness and Marcello nor witness and Monico were in the same house when he heard of the row.

Kobayashi, the injured man was then called. His head, right arm and right leg were bound up, and he appeared to move with difficulty. His Honour ordered a seat to be brought for him. Witness stated that he lived at 868 Yuhang Road, Hongkew, and exported eggs. He lived in the same house as Shiratou, who gave evidence at the last hearing.

By his Honour—On the night in question at about 10.30 witness went out, to see a quarrel which was said to have taken place, accompanied by Shiratou. Shiratou went out a few moments before him. Some Japanese who had passed by his house said that there was a quarrel going on. They only cried out that there was a quarrel. Witness' house was about 200 yards distant from the scene of the disturbance. He went out to see what was happening, but did not take part in any quarrel on his way. Witness never got to the place of the quarrel, because before he got there he was suddenly attacked by the sailors. Five or six men attacked him but he could not recognise his assailants because it was too dark. When the men attacked him all witness did was

to cry "mas[illegible]ee!" In spite of his cries the sailors stabbed him. Witness was not sure how many of the sailors stabbed him. When he was stabbed he fell to the ground. He was by himself then; there was no one with him. Shiratou had gone first. When he fell to the ground he was conscious but lost consciousness after he had been stabbed the second time. The first stab was on the right arm, and the second was also on the same limb. The sailor caught his arm from behind and at the same time it was stabbed. The sailors attacked him from behind, and witness showed on a plan the position of his house, of the quarrel and of the place where he was stabbed. Afterwards witness heard that the original quarrel took place further down the road. It was also between some Japanese and sailors. He did not know who were the Japanese who took part in it. Witness thought that one man caught his arm while another stabbed it. He was simply walking along when he was attacked, and had not had a quarrel with anyone. When he fell down he was conscious, and was stabbed the second time whilst on the ground. At the third stab he became unconscious. When he came to he felt a pain in his head and first recognised that he had been wounded in the head. While he was trying to get up off the ground he was kicked on the head by a sailor. He was quite conscious when he was kicked. Witness had been in his house all the evening, he had not been out at all that night until he heard of the disturbance. He had not been drinking at all. He thought that the original quarrel was over, by the time he went out. Witness could not see the men who attacked him plainly because the light was not clear enough. It seemed to him that they were all Manilamen.

In reply to Inspector Bourke witness said that he thought that there were five or six men but could not be certain as he had not time to count. There were electric lights not far off. He did not know whether all the stabbing was done by the same man.

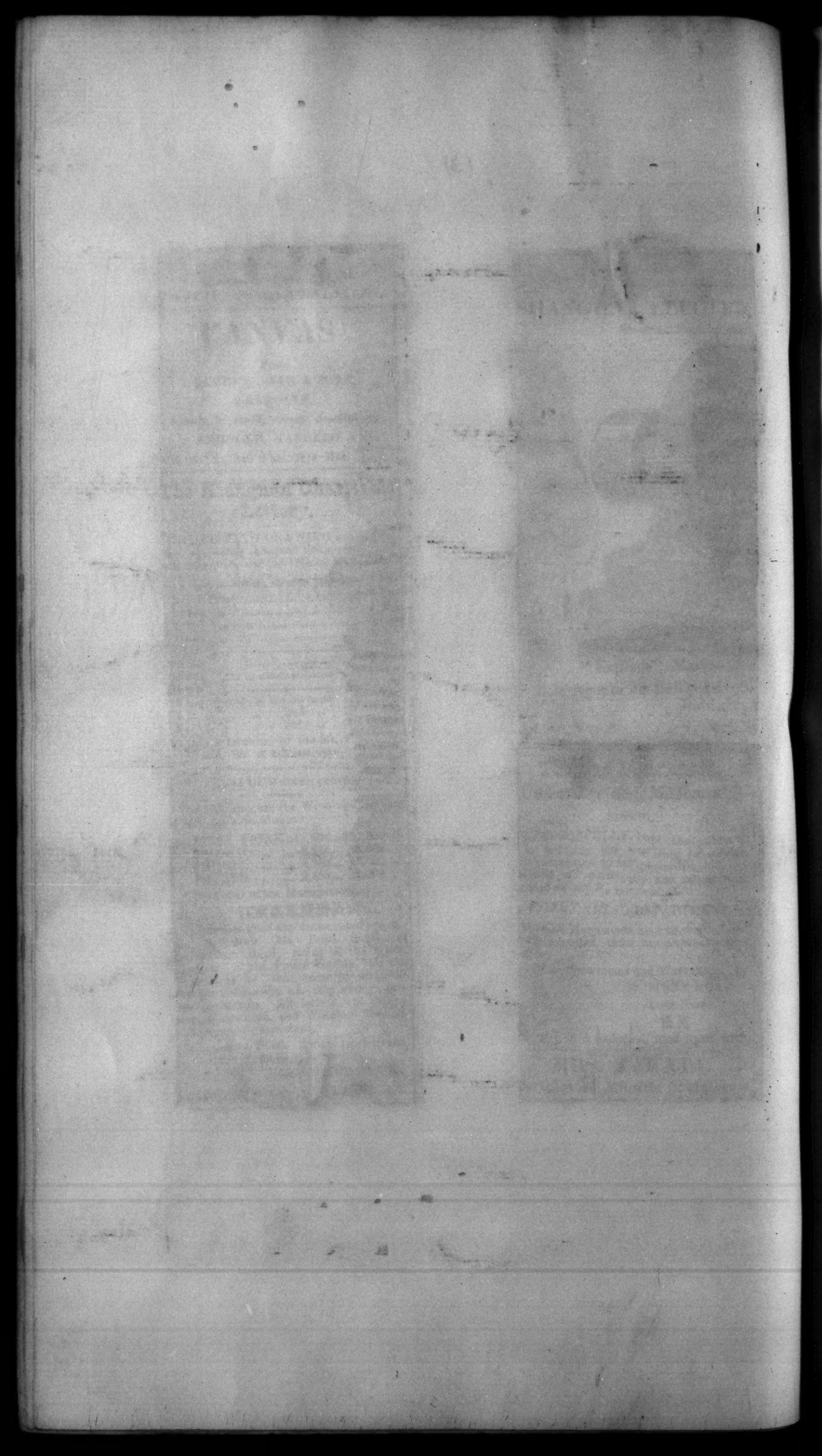
By his Honour—Witness fell to the ground because he was pushed. He thought he was stabbed by one man and pushed by five or six. There were no Japanese near the fight, as he cried for assistance and none was rendered. No one helped him, but there were some Chinese prostitutes 15 or 16 yards away from the place. The only Japanese he saw from the time he left his house until the time he was attacked was Shiratou. Witness did not know what became of Shiratou when he was attacked but he thought that some Manilamen pursued him also. Witness did not know the Chinese prostitutes.

Detective Sergeant McDowell pointed out that from the time Donato and Marcello were arrested they were kept separate, and both of them made voluntary statements incriminating the prisoner There must have been some truth in their tale. There was no other stabbing affray that night. He would like to state that there had been three stabbing affrays during the past year in which Filipinos were involved. One had been sentenced to 15 years' imprisonment for causing the death of a Chinaman. These Manilamen were very dangerous. They came ashore and used their knives very freely, and caused a great deal of trouble to the police.

After a short adjournment the Court delivered the following judgment:—The only clear fact before the Court is that there was a row in a very disreputable section of the town, in which some Manilamen, probably sailors, were engaged with certain Japanese. The case for the prosecution of this particular man, Monico, rests entirely on the testimony of Donato and Marcello; the testimony of men who were, by their own statements there or about the scene of action at the time of the fight. Both men were sufficiently under suspicion to be first charged, that is to say Marcello was under suspicion, and Donato was charged. They were kept separate at the Police Station, but they had been together, undoubtedly, with more men who had been interested in the row, on board the ship, and had time enough to make up any testimony. They are contradictory to one another on almost every essential point, and contradicting the testimony of the plaintiff in almost every essential point. The lack of identification of the prisoner by the plaintiff, and the lack of any showing of the actual doings of the prisoner and the condition of his clothing and so forth makes the matter sufficiently in doubt to the Court and the Assessors that we can say safely that the case is not proven as far as this man is concerned, and we therefore bring in a verdict of not guilty; not guilty in the sense of not proven.

The following claim was handed in by the plaintiff.

	Mex. $
Fee of operation	15
Hospital expenses for five weeks.....	175
Sundry expenses while in hospital ...	35
Damages resulting from the wounds on the right arm at $15 per month until the 60th year of his age.....	5,040
Claim from plaintiff's master for damages sustained as the result of Kobayashi's inability to carry out business for five weeks	350
Mex. $	5,615



U. . SCONSULAR. COURT.

Shanghai, 13th May.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially).

John Williams, who said that he was an American citizen, was brought up, charged with assaulting and beating one Wong Ming-chang, a ricsha coolie, on the Bund at about 3 p.m. on the 12th of May.

He asked for a postponement of the case in order that Lieut. Becke might be called as a witness. The case was proceeded with, but Lieut. Becke was sent for.

Inspector Matheson stated the charge and the ricsha coolie was then called. Dr. Barchet interpreted for him. Witness said that the accused hired him from 11.30 to 3 o'clock and did not pay him. The defendant went down to the P. & O. jetty and got into a sampan, and when witness asked for payment refused to give him any money. Instead of paying witness he beat him, and struck him in the face. Witness denied having struck defendant first. He was kicked into the water and helped out by another Chinaman, who caught him by the queue. The man who helped him out was a sampan man who was assisted by a constable.

The sampan man was then called and stated that yesterday the defendant called his boat. There were two foreigners, one was the accused, and they both wanted to get in. As they got in plaintiff asked the accused for some money. The foreigners wanted to go over to the Pootung Hotel. The defendant refused to pay any money, and pushed the ricsha coolie so that he fell into the water. Witness assisted by Sikh Consable 127 helped the man out.

Sikh Constable 127, called, said that he was on duty near the P. & O. jetty. He saw a foreigner hitting a coolie and the coolie fell down. Witness ran up to the spot and when he arrived there the coolie was in the water. Witness with the assistance of a sampan man helped him out. The sampan man was pulling him out by the queue. There were two foreigners and they were going away in the sampan. Witness stopped it from going away, and asked Williams to come to the station with him. He came peaceably and was not drunk.

Sikh Constable 211 said that he was on the grass plot about 200 yards away, and he saw a foreigner beating a coolie. On seing this witness ran up to the jetty. On his way he saw the foreigner kick the coolie, who fell into the river. The foreigner got into the sampan. Witness identified the accused as the man who assaulted the coolie.

Inspector Matheson asked if the man was pushed into the river. Witness said he saw a kick given and the coolie then fell in.

Mr. G. F. Curtis, sworn, deposed that he was walking down the Bund on the way from the Astor House to his office when he saw the coolie near the jetty with his face and mouth bleeding profusely. The man was very wet and appeared to be in a fainting condition. Witness naturally went to see what the trouble was. He was approached by a Sikh, who said that the coolie had been kicked and knocked into the river. Witness asked the constable why he didn't do his duty and arrest the foreigner. The sampan was being rowed away when the Sikh called him back. He came back and witness asked him if he had been knocking the coolie about. He said he would do the same to witness if he interfered. There was another foreigner in a soldier's cap. Witness asked him if he was an officer, and he said no.

Defendant said that as he was leaving the Astor House about three o'clock yesterday afternoon in company with Lieut. Beck the coolie approached him, about half way over the Garden Bridge and said "You belong me." Defendant told him to go away. He then went down to the P. & O. jetty, and when he got there the coolie rushed up and caught hold of his coat. Accused got into a sampan, but the coolie again caught hold of his coat and pulled him on to the jetty again. The coolie then caught him by the throat, and defendant hit him. Accused then got into the sampan again, and the sampan man pushed off. As the coolie had one foot on the boat he fell into the water. Defendant tried to get him out but was afraid of leaning over too far. He denied that he had ever been up before the Court before, and declare most emphatically that he was an American citizen. For the past 2½ months he had been acting as a guide to the native city. He denied ever having had this ricsha man that day, and said that he could bring witnesses to prove that he had not left the Astor House at the time that it was alleged that he took took the ricsha. Accused gave a description of his movements during the day. When he and Lieut. Becke got into the sampan they were going to Pootung to have a game of bowls.

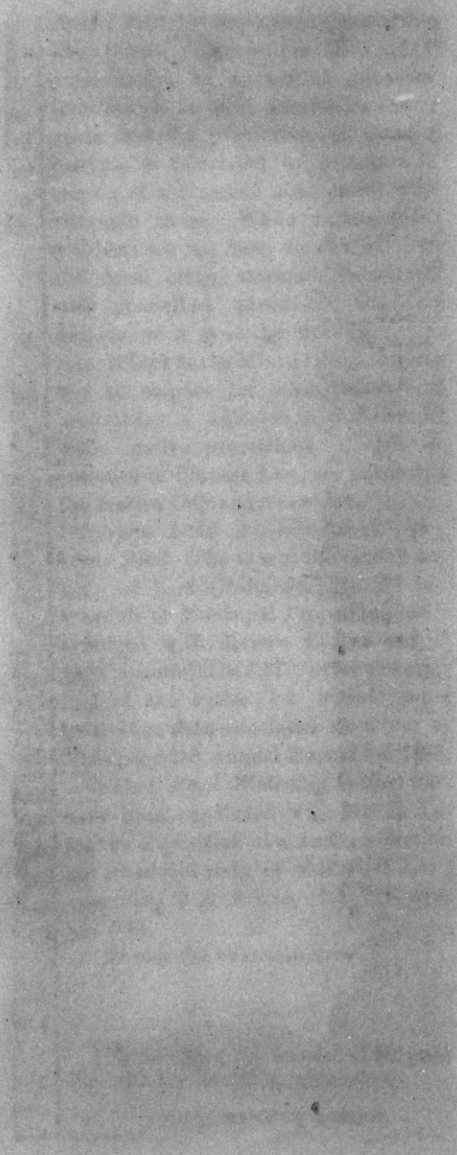
Mr. Tressel stated he had seen the accused at the Astor House several times during the morning, the first time about 10.30, and the last time at 10.45.

Mr. Osborne deposed to having seen him in the billiard room at 10.50 and 11.20.

The ricsha coolie recalled said that Williams took him at 11.30 near the gardens. Witness took him to Kalee's in Nanking Road, where he only stayed a short time. Witness then took him back to the Astor House.

Lieut. Becke said he was with accused from 12.30 to 3.30 p.m. at the Astor House. Witness went with him to the boat. When they came out of the Astor House about 3 o'clock the coolie accosted Williams and said "You belong me." Witness did not notice the coolie again until they reached the boat, when the coolie clutched the defendant by the coat. Witness got into the sampan. The coolie caught the defendant by the coat again. Defendant slapped his face. Several times Williams tried to get on board and every time the coolie clutched at his coat. Williams gave his coat to witness. The coolie caught him again and began howling out. Williams slapped him. The coolie had one foot on the sampan, and when it was pushed off he fell into the river. Witness did not see Williams kick the man at all. It was not a blow that caused him to fall into the water. The police did not come up until the man had fallen into the water.

His Honour said that this seemed to be a case of mistaken identity. Witnesses had testified to having seen Williams at the Astor House nearly all the morning. It seemed to be a case of mistaken identity on the part of the ricsha coolie. He was as opposed as anyone to the maltreatment of ricsha coolies by foreigners, but it seemed to him that in this case the coolie was largely to blame, by attempting to hold on to Williams. At the same time as a warning to people that they could not take the law into their own hands in this matter the defendant would be fined $10.



U. S. CONSULAR COURT.

Shanghai, 14th May.

Before JOHN GOODNOW, Esq., Consul-General (Acting Judicially), and A. W. DANFORTH, and L. LADOW (Jurors)

Re DEATH OF EDWARD GRAY.

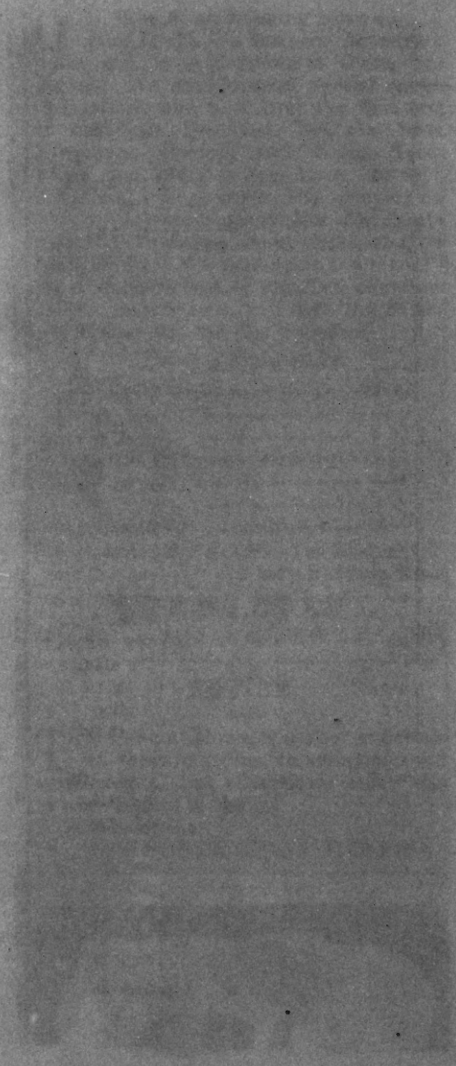
Deceased, aged about 30 years, was Chief Carpenter's mate on the U. S. S. Monadnock.

Detective Kingston, sworn, deposed that on the 12th inst. at 10.50 a.m. he found a foreigner moaning and vomiting in a room at 37, Miller Road. There was a revolver on the floor, and deceased said he had shot himself accidentally. He gave the name of Edward Gray of the U. S. S. Monadnock. Witness identified the revolver produced.

Detective Sergeant McDowell said that he went to the house with Detective Kingston. Deceased recognised witness and said he had shot himself accidentally. The wound was about 2 inches below the heart on the left side. Inspector Bourke and Dr. Macleod arrived shortly after and Dr. Macleod ordered the man to be taken to the hospital. Deceased died in the ambulance en route to the hospital.

Dr. Murphy, U. S. N. said that he had seen the body on the 13th inst. The wound was about 5 inches below the left nipple. The cause of death was probably internal hemorrhage from wounds. Deceased's underwear and skin were scorched.

The jury found that deceased came to his death by a shot from a revolver accidentally discharged by himself on the 12th May 1908, at 37, Miller Road.



CONSULAR BUREAU.

INDEX BUREAU
RECD.
JUL 1 1903
DEPT OF STATE

CONSULAR BUREAU
JUL
1903

3rd. ASST. SECRETARY.
JUL 7 1903

No. ~~525~~ ~~576~~

Consulate-General of the United States,

Shanghai June 2, 1903.

Mr. President.

To the Department of State.

Subject:

re the visit of Viceroy Wei

Abstract of Contents.

Y/a of dinner at Shanghai

INDEX BUREAU
JUL 13 1903
FILED

No. 525

Consulate-General of the United States,

Shanghai June 2 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to report that the Viceroy of Nanking arrived at this Port on May 17th; spent that day and the next in receiving and returning calls; dined with me on May 18th, an account of which I enclose; gave a return tiffin on May 19th, a photo of which I hand you by this mail; and left for Nanking May 20th.

H. E. Wei had met few foreigners before and my dinner was the first foreign dinner he had attended. He seemed much pleased with his reception; but would not talk business, saying that he was simply making a social visit. We tried to talk to him about the Whangpoo Conservancy, but made no headway.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Shanghai June 9 1903.

H. H. D. Peirce,

I have to report that the Viceroy of Nanking arrived at this Port on May 17th; spent that day and the next in receiving and returning calls; dined with me on May 18th, an account of which I enclose; gave a return dinner on May 19th, a photo of which I hand you by this mail; and left for Nanking [illegible] May 20th.

[illegible] had met Tow Foreigners before and my dinner was the first Foreign dinner he had attended. He seemed much pleased with his reception; but would not talk business, saying that he was simply making a social visit. He tried to talk to him about the Whangpoo Conservancy, but made no headway.

I am, Sir,

Your obedient servant,

[signature]

Consul General.

MAY 18, 1908.

BANQUET TO THE VICEROY.

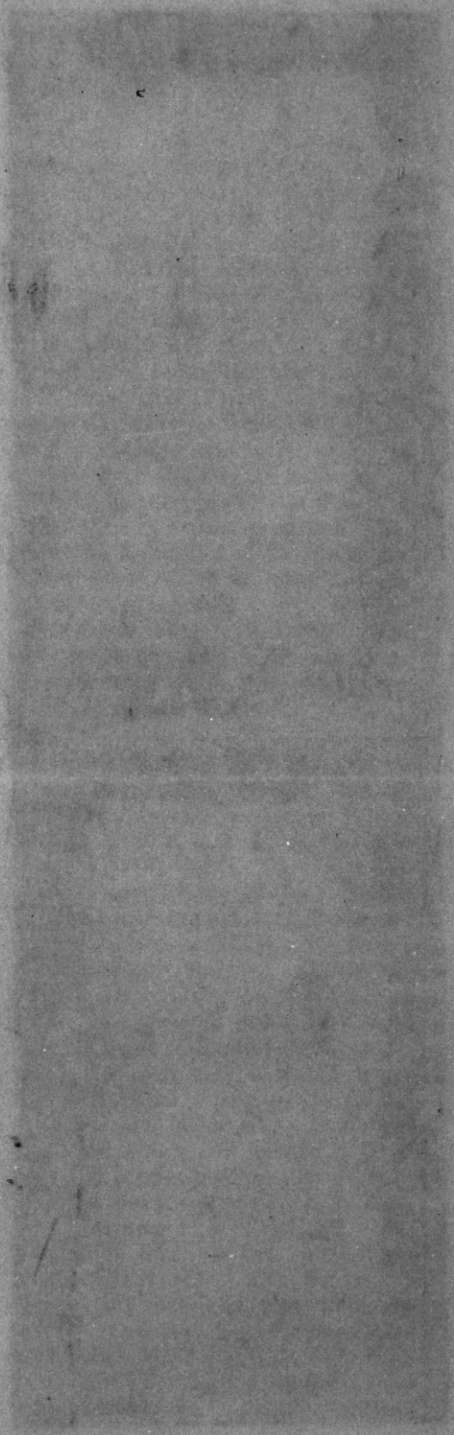
U.S. CONSUL-GENERAL, SENIOR CONSUL, ENTERTAINS.

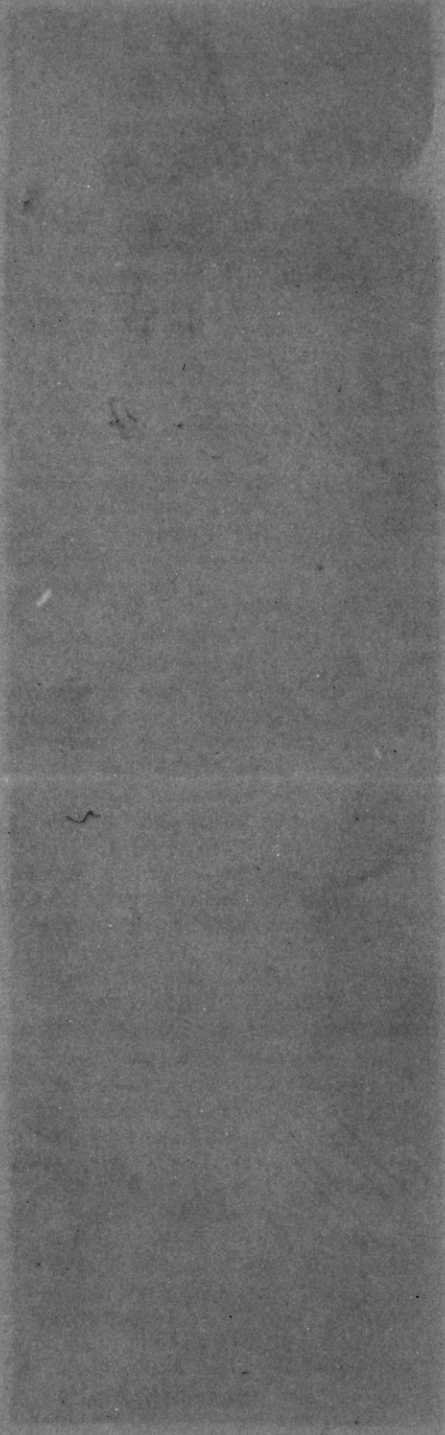
Last evening the U.S. Consulate-General, on Whangpoo Road, was the scene of a memorable gathering of Chinese and Foreign officials. It is more than a coincidence that when the American Legation at Peking and especially Mrs. Conger, its Mistress, is taking such a leading part in the recently instituted social intercourse between the hitherto rigidly secluded ruler of China and the western representatives in the capital, the American representative in Shanghai, by virtue of being Senior Consul, has been enabled to take the lead in the social courtesies shown to the new Viceroy of these provinces, together with the large number of high officials whom his visit has brought here. Never in the history of the port have so many highly placed Chinese officials met at once around the festive board in company with so many foreign representatives. Besides H.E. Wei Kuang-tao, Viceroy of the Liangkiang provinces, the guest of the evening, there were present H.E. En Shou, Governor of Kiangsu, Li, the Commander in Chief of the forces of the same Province, the Tartar General of Hupeh, H.E. Cho Yuan, Taotai of Shanghai, Wang Taotai of the Nanking Bureau of Foreign Affairs, besides the Commissioners for the Revision of the Treaties, H.E. Lu Hai-huan and Wu Tingfang, with the Taotai in charge of the Kiangnan Arsenal, Wong Kai Kah, the Assistant Commissioner to the St. Louis Exposition, Wu Chung-si, Deputy Director-General of the Telegraphs, and two interpreters. These were met by all the Consuls-General in Shanghai, Messrs. A. E. Hippisley, F. E. Taylor and J. C. Ferguson, Assistant Treaty Commissioners, F. A. Carl, Chinese Commissioner to the Louisiana Purchase Exhibition, Captain Mahan of the U. S. S. Monadnock, Dr. J. R. Hykes, Vice Consul-General and Dr. Barchett, thirty-two persons in all sitting down.

The scene was, apart from its significance, a very brilliant one, the Chinese gentry being clothed in their brightest robes with full official insignia, while the members of the consular body, also in full uniform, added variety to the colouring. The effect of this brilliancy was enhanced by the very beautiful decorations of the large rooms of the Consulate, which had been turned for the nonce into a perfect bower of roses, these flowers in the greatest profusion occupying every available nook and corner of the room, the taste shown proving that this detail had not been left to the hands of the usual decorators.

The banquet itself was a great success. At its conclusion the host, the Senior-Consul, proposed the health of the respective rulers of those gathered there, and of the principal guest, H.E. Wei. H.E. the Viceroy replied briefly, thanking his host and those who showed him honour by being present, at the same time expressing the pleasure the visit to Shanghai had afforded him. He said this was his first visit, but he had been so pleased and astonished at what he had seen he hoped it would not be the last. He added that with the completion of the railway to Nanking, which would be pushed on with, this would soon be an easier matter. He also expressed his thanks to the Muncipalities of Shanghai for the courtesies shown him.

The String Orchestra of the Town Band was present during the banquet and added greatly to the pleasure by rendering an excellent selection of music in its usual finished style.





CONSULAR BUREAU.

INDEX BUREAU RECD. JUL 1 '03 DEPT OF STATE

CONSULAR BUREAU JUL 1903 DEPT OF STATE

3rd. ASST. SECRETARY. JUL 7 1903

No. 576

Consulate-General of the United States,

Shanghai June 2, 1903.

Mr. Goodnow

To the Department of State.

Ans'd July 1/03

Subject:

Decoration Day in Shanghai

re the celebration of

Abstract of Contents.

4.

INDEX BUREAU JUL 13 1903 FILED

CONSULAT DE FRANCE
MAY 20

No. 526,

Consulate-General of the United States,

Shanghai, June 2nd, 1903

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you the following account of Decoration Day in Shanghai.

Our American cousins have a way of setting the Britisher an example in the way of national observances. It is the survival of the spirit of sentiment among a practical people. And Mr. John Goodnow, the Consul-General here, takes care that these interesting occasions do not pass unnoticed in pleasure-loving, money-seeking Shanghai. He it was who six or seven years ago introduced the organised observance of Decoration Day, which has been regularly kept up on the 30th May ever since. This year the little ceremony in the Pahsienjao cemetery obtained a special interest from the fact that the address was delivered by H. E. Wu Ting-fang, whose American sympathies grew very strong during his residence there as Chinese Minister. He was, of course, well acquainted with the custom, which, originating with the northern soldiers after the Civil War, has developed into an annual remembrance of those who have given their lives in the service of their country. Two years ago it happened that his Excellency gave the customary address by the graveside of the great hero of the war, General Grant. This fact, he turned to account, with his usual adroitness on Saturday and instead of a panegyric on the great Republic he dwelt on the simple, homely virtues and the large-heartedness of the famous soldier, spoke of the way in which they had led him to the very highest success, and then pointed his tale with an appropriate moral. Prayer was offered by the Rev. John Woodberry, three volleys were fired by the marines from the Vicksburg and the Monadnock, and wreaths and bouquets were laid upon the graves.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

329

Shanghai, June 2nd,

H. H. D. Peirce,

Assistant Secretary of State.

Washington, D.C.

I hand you the following account of

Desecration Day in Shanghai.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

CONSULAR BUREAU
RECD.
JUL 1 '03
DEPT OF STATE

3rd. ASST. SECRETARY.
JUL 7 1903

No. 527.

Consulate-General of the United States,

Shanghai June 2, 1903.

Mr. Goodnow

CONSULAR BUREAU
JUL
7
1903
DEPARTMENT OF STATE

To the Department of State.

Noted.
BUREAU OF APPOINTMENTS
JUL 9 1903
Department of State.

Subject: Vice Consul General

Accepted July 9'03

Abstract of Contents.

Dr Hykes' resignation

INDEX BUREAU
FILED

Mr. Justice Hunter

Mr. Justice Duff

Mr. Justice Anglin

No. ~~387~~ 527

Consulate-General of the United States,

Shanghai, June 2nd 190 . 3

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith letters from Dr. John R. Hykes asking the acceptance of his resignation as Vice Consul General; and of my letter in answer thereto. They explain themselves.

I wish to place on record my deep sense of obligation to Dr. Hykes for his administration of this office during my absence in 1901 and for his help, freely given, during the present Treaty negotiations. His knowledge of the Country, of the Chinese language, and of the Chinese methods of thought, has been invaluable to us. It is a serious loss to us that the state of his health compels him to resign official position.

It should be understood that Dr. Hykes has given his services as Vice Consul General and as Advisor to the Treaty Commission without pecuniary compensation. He has been satisfied with the opportunity to do good work for American interests.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Shanghai, June 2nd, 1900.

R. H. D. Peirce,

Consul General of China,

Washington, D. C.

I beg to hand you herewith letters from Dr. John
S. Dykes making the acceptance of his resignation as
Vice Consul General and of my letter in answer thereto.
They explain themselves.

I wish to place on record my deep sense of obligation
to Dr. Dykes for his administration of this office
during my absence in 1897 and for his help, freely given,
during the present trouble. His knowledge of
the country, of the Chinese language, and of the
Chinese methods of thought, has been invaluable to me.
It is a serious loss to us that the state of his health
compels him to resign official position.

It should be understood that Dr. Dykes has given his
services as Vice Consul General and as Advisor to the
Treaty Commission without pecuniary compensation. He
has been satisfied with the opportunity to do good work
for American interests.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

C O P Y.

Shanghai, China, June 2nd, 1903

Hon. John Goodnow,

U. S. Consul General,

My dear Mr. Goodnow;-

As you are aware my health has been in a precarious state for sometime and my physician has urged upon me the necessity of curtailing my work as much as possible and has just ordered me to Japan for a complete rest and change. This in connection with the pressure of my important and increasing duties as Agent of the American Bible Society, compels me to reluctantly tender my resignation of the position of Vice Consul general of the United States at Shanghai. I shall be glad if you will communicate my resignation to the State Department at Washington. Allow me to take the opportunity to express my appreciation of the cordial relations which have been maintained between yourself, as well as all other members of the Consular staff, and myself during my tenure of office. Also permit me to place on record my admiration of the able and effecient manner in which you have conducted the work of your office, as seen by a member of the staff from the inside.

With assurances of the warmest personal regard

I have the honor to be

Dear Mr. Goodnow,

Yours very sincerely,

(signed) John R. Hykes.

COPY.

Shanghai, China, June 2nd, 1903

Hon. John Goodnow,

U. S. Consul General,

My dear Mr. Goodnow:-

As you are aware my health has been in a precarious state for sometime and my physician has urged upon me the necessity of curtailing my work as much as possible and has just ordered me to Japan for a complete rest and change. This in connection with the pressure of my important and increasing duties as Agent of the American Bible Society, compels me to reluctantly tender my resignation of the position of Vice Consul General of the United States at Shanghai. I shall be glad if you will communicate my resignation to the State Department at Washington. Allow me to take the opportunity to express my appreciation of the cordial relations which have been maintained between yourself, as well as all other members of the Consular staff, and myself during my tenure of office. Also permit me to place on record my admiration of the able and efficient manner in which you have conducted the work of your office, as seen by a member of the staff from the inside.

With assurances of the warmest personal regard

I have the honor to be

Dear Mr. Goodnow,

Yours very sincerely,

(signed) John R. Hykes.

Shanghai, June 2nd, 1903

Dear Mr. Goodnow:

In tendering you my resignation as Vice Consul General at Shanghai, and thus severing my official connection with you, I desire to say more than would perhaps be appropriate in an official communication. First permit me to assure of my very high personal regard for you, a regard which has ripened into a sincere and I trust lasting affection. Very few men have so completely won my heart, and none have more richly deserved the place you have in my esteem. You have been more than a friend to me,- you have indeed been my brother. I have gone to you in times of trouble and perplexity and have always received from you sympathy and counsel. The kindness and tenderness you have shown to me will never be forgotten, nor will the courtesy and helpfullness you have extended to the members of my family. I trust that the bond of affection which has united us all these years may be strengthened and that it may not be broken in the great hereafter. You have been and are my best and dearest friend. You have been helpful to me in ways of which perhaps you are ignorant.

As to our official relations, they have been of the most delightful character, and I regret more than I can express that they must be broken. I have felt it a privilege and a high honor to be associated with you. I have seen the manner in which you have met the great responsibilities of your high office and I have admired the ability with which you have dealt with the difficult problems of 1900 and recently in your negotiations of the Commercial Treaty with China. By your courtliness your urbanity and your ability you have succeeded in getting for American citizens rights and privileges

Shanghai, June 2nd, 1905

Dear Mr. Goodnow:

In tendering you my resignation as Vice Consul General at Shanghai, and thus severing my official connection with you, I desire to say more than would perhaps be appropriate in an official communication. First permit me to assure of my very high personal regard for you, a regard which has ripened into a sincere and I trust lasting affection. Very few men have so completely won my heart, and none have more richly deserved the place you have in my esteem. You have been more than a friend= to me,- you have indeed been my brother. I have gone to you in times of trouble and perplexity and have always received from you sympathy and counsel. The kindness and tenderness you have shown to me will never be forgotten, nor will the courtesy and helpfulness you have extended to the members of my family. I trust that the bond of affection which has united us all these years may be strengthened and that it may not be broken in the great hereafter. You have been and are my best and dearest friend. You have been helpful to me in ways of which perhaps you are ignorant.

As to our official relations, they have been of the most delightful character, and I regret more than I can express that they must be broken. I have felt it a privilege and a high honor to be associated with you. I have seen the manner in which you have met the great responsibilities of your high office and I have admired the ability with which you have dealt with the difficult problems of 1900 and recently in your negotiations of the commercial treaty with China. By your courtliness your urbanity and your ability you have succeeded in getting for American citizens rights and privileges

which I am sure few men could have secured. The confidence which you have inspired in the high officials with whom you have had dealings and the friendliness which they have, without exception, entertained for you has been invaluable not only to individual Americans but to our Country as well. I have been in China for thirty years and I trust you will believe me when I say that during all that time I have not known a Consul of the United States who has had such influence with all classes of Chinese or who has done so much to further American interests. So far as the missionary interests are concerned no man could have done more to further them. You have gone out of your way to help us on all occasions. You have been universally recognized as our friend. What you have done in numberless instances known to me personally entitles you to the gratitude of the Churches at home and the missionaries in this land.

At any time that I can serve you in any way I wish you to understand that I am at your service.

Yours very sincerely,

(signed) John R. Hykes.

which I am sure few men could have secured. The confidence which you have inspired in the high officials with whom you have had dealings and the friendliness which they have, without exception, entertained for you has been invaluable not only to individual Americans but to our country as well. I have been in China for thirty years and I trust you will believe me when I say that during all that time I have not known a Consul of the United States who has had such influence with all classes of Chinese or who has done so much to further American interests. So far as the missionary interests are concerned no man could have done more to further them. You have gone out of your way to help us on all occasions. You have been universally recognized as our friend. What you have done in numberless instances known to me personally entitles you to the gratitude of the Churches at home and the missionaries in this land.

At any time that I can serve you in any way I wish you to understand that I am at your service.

Yours very sincerely,

(signed) John R. Hykes.

COPY.

Shanghai, June 2nd, 1903

Rev. Dr. John R. Hykes,

U. S. Vice Consul- General,

Shanghai.

My dear Doctor:

I have received your letter of this date asking me to forward to the Secretary of State your resignation as Vice Consul General in Shanghai. I will do so with sincere regret.

You took the position as a personal favor to me, and have served in it with no other compensation than that of helping me as a friend and that of using your influence toward the best good of China and the Americans in this Empire. In the Treaty Negotiations still in progress you have given of your time and strength solely for the purpose of advising us in the interest of the missionary work in China and of Americans in the interior. Your knowledge of China and the Chinese and of the Chinese language has been invaluable to us. If we are able in this Treaty to accomplish anything toward removing the difficulties in the way of our missionaries it is due most largely to you. I appreciate your need of rest; but would regret more, if possible, than I do now your resignation were it not for the fact that I know that in the future as in the past I can call on you for advice and assistance in the many and difficult problems constantly arising to those in charge of American interests in China.

For myself, and the members of the Consular staff, as well as for all those who have American interests in China at heart, I wish for you complete recovery with the rest you have earned.

I thank you for your friendship and help and deeply regret the necessity which I recognize as compelling your resignation from official position.

I am, Sir, your obedient servant,

Wm Woodville Rockhill
Consul General.

COPY.

Shanghai, June 2nd, 1903

Rev. Dr. John H. Kyles,

U. S. Vice Consul- General,

Shanghai.

My dear Doctor:

I have received your letter of this date asking me to forward to the Secretary of State your resignation as Vice Consul General in Shanghai. I will do so with sincere regret.

You took the position as a personal favor to me, and have served in it with no other compensation than that of helping me as a friend and that of using your influence toward the best good of China and the Americans in this Empire. In the Treaty negotiations still impending you have given of your time and strength solely for the purpose of advising us in the interest of the missionary work in China and of American i_n the interior. Your knowledge of China and the Chinese and of the Chinese language has been invaluable to us. If we are able in this Treaty to accomplish anything toward removing the difficulties in the way of our missionaries it is due most largely to you. I appreciate your need of rest; but would regret more, if possible, than I do now your resignation were it not for the fact that I know that in the future as in the past I can call on you for advice and assistance in the many and difficult problems constantly arising to those in charge of American interests in China.

For myself, and the members of the Consular staff, as well as for all those who have American interests in China at heart, I wish for you complete recovery with the rest you have earned.

I thank you for your friendship and help and deeply regret the necessity which I recognize as compelling your resignation from official position.

I am, Sir, your obedient servant,

Consul General.

CONSULAR BUREAU.

INDEX BUREAU RECD. JUL 13 '03 DEPT OF STATE

3rd. ASST. SECRETARY. JUL 14 1903

No. 578

CONSULAR BUREAU JUL 14 1903 DEPARTMENT OF STATE

Consulate-General of the United States,

Shanghai June 9, 1903.

Mr. Gordon

To the Department of State.

Sent with enc. 1 to Postmaster General July 15-1903

Subject:

Postal rates

Abstract of Contents.

Domestic rates granted to and from China.

INDEX BUREAU FILED

No. 578

Consulate-General of the United States,

Shanghai June 9, 1903.

Honorable W. W. Rockhill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to inform you that under date of May 9 1903, the Supt. of Foreign mails wrote me as follows

"Pursuant to your recommendation, the U.S. domestic postage rates and conditions are made applicable to articles passing between this country and your Agency on and after the first day of June 1903."

This is a great advantage to Americans in China and to American trade.

I hand you herewith newspaper comments.

I am, Sir, your obedient servant

John Goodnow

Cg. U.S.A.

375

Memphis June 9 1903

H H Rogers

I beg to inform you that under date
of June 9 1903 the Hon. Henry
Funk wrote me as follows

"Pursuant to your recommendation
the Hon. Democratic Executive and
Executive Committee met this afternoon
and you Agreement in and after for June
Jun 9 June 1903.
This is a great relief to Democracy
in Texas and to Democrats here.
I have up Democratic Executive
Committee.
Yours very sincerely
John Reagan
Ch Exec.

CONSULAR BUREAU.
PLEASE REPORT.

TELEGRAM RECEIVED.

3rd. ASST. SECRETARY.
JUN 23 1903

INDEX BUREAU
JUN 23 '03
DEPT OF STATE

Sun

From Shanghai,

Sec State June 23, 1903.

Tientsin 13. Received 10 35 A M.

Washington.

Two privates Legation Guard sentenced three years Tientsin Sents here Shall I receive them overcrowded Please telegraph Send long time prisoners home

Goodnow

Ans. June 29

DEPARTMENT OF STATE
JUN 23 11 05 AM 1903
CHIEF CLERK'S OFFICE
RECEIVED

INDEX BUREAU
JUL 4 1903
FILED

18.

529.

No. 534 confidential

INDEX BUREAU
REC'D
JUL 20 1903
DEPT OF STATE

CONSULAR BUREAU
JUL
21
1903
DEPARTMENT of STATE

Consulate-General of the United States,

Shanghai June 26, 1903.

Mr. Loudon

To the Department of State.

W Rockhill
Ans as per ltr.
Rockhill returned.
July 24/03

Subject:

Whangpoo River Improvement.

Abstract of Contents.

Reply to Dept's #354

Enclosing copy my #503 to US Minister -

Present status.

INDEX BUREAU
FILED

Confidential.

No. 529.

Consulate-General of the United States,

Shanghai, June 26th, 1903

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to acknowledge receipt of your No. 354 of May 11th, 1903 regarding the Whangpoo Conservancy Board.

I beg to enclose you herewith copy of my confidential No. 503 to Minister Conger on this subject.

I doubt very much if it is possible to organize the Board until all its members are appointed. The Taotai of Shanghai and the Commissioner of the Customs at Shanghai are ex-officio members of the Board; but they have consistently said that they have orders not to take part in an organization until the appointment of the other Chinese member who is to represent China under paragraph H of Section IV of Annex No. 17 of the Peace protocol.

You will see from my enclosed despatch to Mr. Conger why that man is not appointed.

The members of the Board representing the Municipalities are not now very keen on the subject of this improvement and will not be willing to participate in an organization until forced to by the appointment of all the members. You can only understand the fact that the local representatives are not anxious for the improvement, which is daily more necessary, by recognizing the other fact that all foreigners look on this as only a temporary place of residence and

No.

Shanghai, June 26th, 1903.

H. B. M. Minister,

Peking.

Sir,

I have to acknowledge receipt of your No. 334 of May 11th, 1903 regarding the Shanghai Conservancy Board.

I beg to enclose you herewith copy of my confidential No. 403 to Minister Conger on this subject.

I doubt very much if it is possible to organise the Board until all its members are appointed. The Taotai of Shanghai and the Commissioner of the Customs at Shanghai are ex-officio members of the Board; but they have consistently said that they have orders not to take part in an organisation until the other Chinese member who is to represent China under paragraph H of Section IV of Annex No. IV of the Peace Protocol.

You will see from my enclosed despatch to Mr. Conger why that man is not appointed.

The members of the Board representing the Municipalities are not now very keen on the subject of this improvement and will not be willing to participate in an organisation until forced to by the appointment of all the members. You can only understand the fact that the local representatives are not anxious for the improvement, which is daily more necessary, by recognising the other fact that all foreigners look on this as only a temporary place of residence and

hope to return to their home countries to reside permanently as soon as possible. They are not then ~~essentially~~ concerned in the permanent growth of Shanghai and they regard all taxation as a hindrance to their hopes of retirement with a competency.. Unfortunately Great Britain is represented on the Board by a merchant of this class.

The representative of France, while not actively opposing the plan, has not at any time supported it with any heartiness.

I have brought very strong pressure to bear on both the Treaty Commissioners and the Taotai here towards getting a definite promise in the matter. The Treaty Commissioners want the prohibition of morphia and some other things put into the Tr eaty. I have privately held the threat over them that we will not do any of these things they want unless they arrange that the provisions of the Protocol in this Conservancy matter shall be carried out at once.

I will continue all possible pressure and will report to you constantly what, if anything, is being done in the matter.

I am, Sir,

Your obedient servant,

John Goodnow
Consul General.

hope to return to their home countries to resume
permanently as soon as possible. They are not then
disqualified in the personal pursuit of Scarpial and
they regard all taxation as a nuisance to their hopes
of retirement with a competence. Unfortunately
Great Britain is represented on the Board by a merchant
of this class.

The representative of France, while not actively
opposing the plan, has not at any time supported it
with any conviction.

I have thought very strong pressure to bear on
both the Greek Commissioners and the Ionian here
towards getting a definite proposal in the matter. The
Greek Commissioners want the prohibition of morphia
and some other things put into the Treaty. I have
refused to have the Treaty open over as will not
do any of these things, and unless they accept
that the provisions of the Protocol in this connection
matter must be carried out at once.

I will continue all possible pressure and will
report to you immediately what, if anything, is being
done in the matter.

I am, Sir,

Your obedient servant,

Sydney Cavendish

503 5/3 Copy

Confidential.

June 26th, 1903

I have learned from Chinese sources which have generally proved reliable that Chang Chih-tung when acting Viceroy at Nanking, secretly memorialized the Throne against the appointment of the representative of the Chinese Government on the Whangpoo Conservancy Board. He gives as his reason that it is a very serious matter to alienate the sovereignty of China by giving control to foreigners of this important seaport. He stated that, if it must finally be done China should receive some important compensation in return therefor. He said that this work was desired by nations having ships and that it might be held and given as a makeweight in inducing certain nations to agree to the payment of the indemnity in silver. He said further that Annex XVII is subject to Revision at the end of three years from its signature; and that at, if nothing more could be done, at least action could be postponed until the first of September 1904, and then China could demand a Revision and probably get it, as the Powers would be tired out by the long wait.

My informants state that this Memorial was received with favor by the Grand Council; and that Chang Chih-tung has repeated the argument since he has been in Peking.

503-- Confidential.

I have put considerable pressure on the Treaty Commissioners and on the Taotai in the matter during the last week. The Taotai, who is very close with Wei Kung-tao, the present Viceroy of Nanking, says that Chang Chih-tung is endeavoring to be reappointed Viceroy at Nanking and that Wei will not do anything in the matter until it is settled whether he will be retained at Nanking or not. He fears that any action on his part at the present time would give Chang-Chih-tung an advantage in the contest. He promises however that, should Wei be retained, he will immediately make the appointment.

It is understood here that the British Minister has asked that Chang Chih-tung be sent back to Nanking. It is probable, of course, that this verbal promise from the Taotai is simply intended to enlist our favor and help on the side of Wei.

I deemed it my duty to lay these facts before you.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Mr. Goodnow's No. 529.

BUREAU OF THE AMERICAN REPUBLICS
MEMORANDUM

Dear Mr. Loomis:

I think this should be acknowledged as read with much interest, and Mr. Goodnow be instructed to press, whenever favorable occasions present themselves, for the appointment of the Chinese representatives in the Whangpu Conservancy Board.

As to the argument, he says in his enclosed despatch to Mr. Conger, that the Chinese are making that, if they delay long enough appointing their representatives they can secure a revision of Annex XVII of the Final Protocol before doing so, this is absolutely untenable. Article XXXVI of this Annex XVII provides for a possible revision

Dear Mr. Lamont

I think this should be communicated as read with much interest, and Mr. Coolidge be instructed to phone, whenever favorable occasions present themselves, for the appointment of the Chinese representatives in the Shanghai Conservancy Board.

As to the payment, he says in his personal despatch to Mr. Cooper, that the Chinese are making that, it may delay long enough appointing their representatives they can measure a revision of Annex XVII of the Final Protocol before doing so, this is absolutely untenable. Article XXXVI of this Annex XVII provides for a possible revision

of the Regulations after a term of three years-but this term, as shown by the context, is to be counted from the date of the complete organization of the Conservancy Board-which organization the Chinese government has until now prevented.

W. W. Rockhill

July 21, 1903.

Dr. Dodson's No. 529.

Dear Mr. Dewhirst

I think this should be acknowledged as

read with much interest, and Mr. Goodison be

of the Regulations after a term of three

years, but this term, as given by the Char-

ter, is to be counted from the date of

the complete organization of the Conser-

vancy Board, which organization the Chairman

has not yet announced.

July 21, 1905.

TELEGRAM RECEIVED.

10 words

From Shanghai June 30 1903.

Received 9 A.M.

Sec State,

Washington.

Dept of State JUN 30 1903 CHIEF CLERK.

Consular Bureau JUN 30 1903 Department of State

Index Bureau Rec'd JUN 30 '03 Dept. of State

Dept of July 1/03

Telegram received Derby

Drew 800 today

Goodnow

Index Bureau FILED JUL 3 1903

INDEX BUREAU
RECD
AUG 8 1903
DEPT OF STATE

File

ASSISTANT SECRETARY,
AUG 10 1903

No. 530

Consulate-General of the United States,

Shanghai July 11, 1903.

Mr. Goodnow

To the Department of State.

CHIEF CLERK,
AUG 10 1903
Department of State.

Subject:

Jurisdiction in Shanghai

Abstract of Contents.

Enclosing copy of my #505 to Minister Conger.

INDEX BUREAU
SEP 9 1903
FILED

No. ~~330~~.530

Consulate-General of the United States,

Shanghai July 11 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you copy of my #505 to the U. S. Minister at Peking. I think it explains itself.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

July 9th, 1903

I have to confirm your telegram of July 9th "The Chinese Government asks that the Chinese arrested for sedition in foreign settlement Shanghai be delivered to Chinese authorities for trial and punishment. Send by mail full report (seeludes?) and meantime telegraph Department of State for instructions. (signed) Conger."

and my reply of this date "Local Chinese authorities have agreedwith Consuls that sedition cases shall be tried in Mixed Court and punishment inflicted in Settlements. Public opinion will oppose violently any thing else. Hope you can influence Chinese Government to agree. Full report will follow."

As I hope that the Chinese Government will withdraw their demand I will await reply to the above telegram before wiring the Department of State. I know that the British Consul General has wired his Minister to a like effect; and am informed that the Chinese local authorities have wired the Waiwupu urging the withdrawal of the request.

The Shupao, a Chinese newspaper published in the ver nacular, has lately passed into the control of the extreme revolutionary party. For some time it has

I have to confirm your telegram of July 9th

"The Chinese Government have the Chinese Argument for addition in Foreign settlement Shanghai be delivered to Chinese authorities for trial [illegible]. Send by mail full report (particulars) and meantime telegraph Department of State for instructions. [illegible] Cooper."

and by reply of this date

"Upon these authorities have Agreement contain that addition cases shall be tried in Mixed Court and punishment inflicted in district. Under existing will cripse violently any thing else. Hope you can influence Chinese Government to agree. Full report will follow."

As I hope that the Chinese Government will withdraw their demand I will await reply to the above telegram before writing the Department of State. I know that the British Consul General has given his Minister to a like effect and am informed that the Diplomatic Representatives have urged the Peking Government acceptance of the request.

The Imperial Chinese Telegraph Bureau in the Foreign Office, has refused to transmit the enclosed telegram to the extreme revolutionary party. For some time it has

been publishing articles advocating armed resistance to the Government and the overthrow of the dynasty by force. It has applied the most opprobrious terms to the Emperor; and has eulogized the leaders of the various little rebellions now in progress.

Under instructions from the Viceroy the Taotai instructed the Mixed Court Magistrate to issue a warrant for the arrest of six men connected with the paper on the charge of sedition. The warrant came to me as Senior Consul for countersignature. I took it into a full meeting of the Consular Body and asked for instructions with regard to counter signing it. After full consideration we were unanimously of the opinion that it should be countersigned. The men were arrested under this warrant and confined in the Municipal Jail waiting trial.

In the meantime the Taotai had made a verbal agreement with the British and Japanese Consuls General and myself that such cases would be tried in the Settlement by the Mixed Court and the punishment, if any, inflicted in the Settlement.

Shortly after the arrest the Mixed Court Judge (Chinese) and the Assessor (British) issued a search warrant which was countersigned by me as Senior Consul and executed.

After the arrest of these men the Su Pao was still issued and was even more violent than before. I am informed that it contained articles written and signed by the men who were in the Municipal jail. On July 4th the Taotai came to my reception and wished to talk to me about the suppression of the newspaper. I told him that as the matter was now in Court it could

been publishing articles advocating armed resistance to the government and the overthrow of the dynasty by force. It has applied the most opprobrious terms to the Emperor; and has eulogized the leaders of the various little rebellions now in progress.

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only be suppressed by a proper order of the Court. I was very busy and could not talk to him much and turned him over to the British Consul General who agreed with me and explained to him what would be the proper procedure. The Consuls all feel that this is an exceedingly important case and were desirous that procedure should be adopted which could stand as a precedent in the future.

On July 6th Mr. White Cooper, attorney for the Government, applied to the Mixed Court for a temporary injunction restraining the publication of the paper until the trial should be concluded. The application was granted and an order signed by the Chinese Magistrate and the British Assessor was sent to me as Senior Consul for countersignature. I countersigned the order.

It was taken to the police headquarters where the Mixed Court officials were informed that the Municipality would let them know at 3 P. M. the next day whether the order could be executed. The Taotai promptly sent word to the Mixed Court that the Municipal Police could not appear before the Court so long as the Municipality, by refusing to allow the order of the Court to be executed, was in contempt of Court. Accordingly there was no session of the Mixed Court on Tuesday. About noon on that day the Police executed the order of the Court and the Court has been open as usual since that time.

I enclose you the minute of the Council on the subject, printed this morning. The North China Daily News and the Mercury approve of the Course of the Consuls. The Times, owned by W. R. Gray General

only be suppressed by a proper order of the Court. I was very busy, and could not talk to him much and turned him over to the Cattle Consul General who agreed with me and explained to him what would be the proper procedure. The Consuls all feel that this is an exceedingly important case and were desirous that procedure should be adopted which could stand as a precedent in the future.

On July 6th Mr. Tsiao Cooper, Attorney for the Government, applied to the Mixed Court for a temporary injunction restraining the publication of the paper until the trial should be concluded. The application was granted and an order signed by the Chinese Magistrate and the British Assessor was sent to me as Senior Consul for consideration. I communicated the order to

Consul [illegible]

I was then to the Police where the Mixed Court officials were informed that the magistrate would not be late than noon at 3 P. M. the next day whether the order could be executed. The Consul promptly sent word to the Mixed Court that the Municipal Police could not appear before the Court as long as the Municipality, by refusing to allow the order of the Court to be executed, was in contempt of Court. Accordingly there was no session of the Mixed Court on Tuesday. About noon on that day the Police executed the order of the Court and the Court has been open as usual since that time.

I enclose you the minute of the Council on the subject, printed this morning. The North China Daily News and the Mercury approve of the Course of the Council. The Times, owned by W. H. Gray General

Manager of the Hankow-Canton Railway, ~~xxixing~~ sees in the action of the Court and the Consuls a "death blow at the liberty of the press". The average opinion, as we see it, is that the people connected with the Su Pao deserve punishment, but is very much opposed to their being taken out of the Settlements as it is highly probable that, once outside, they would be executed summarily. Should the Chinese Government persist in its request and the Diplomatic Body order that these men be delivered to the outside Chinese authorities, I would anticipate trouble. Mr. Mansfield thinks that it would be necessary to land marines to take the men out of the Settlements. This may be an extreme view but as you know, this is a very excitable town.

I will keep you posted as further developments occur.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

danger of the Barrow-Dalton Railway, ~~xxxxxx~~ area in the action of the Court and the Canada a "death blow at the liberty of the press". The average opinion as we see it, is that the people interested with the Su pac reserve punishment, but is very much opposed to their being taken out of the Settlements as it is highly probable that, once outside, they would be examined summarily. Should the Chinese Government prevail in its request and the Diplomatic Body order that these men be delivered to the outside Chinese authorities, I would anticipate trouble. Mr. Mansfield thinks that it would be necessary to land marines to take the men out of the Settlements. This may be an extreme view but as you know, Tsin is a very excitable town.

I will keep you posted as further developments occur.

I am, Sir,

Your obedient servant,

John Newton

Consul General.

THE SHANGHAI MUNICIPAL COUNCIL.

At the meeting of the Council held on the 8th July, having reference to an article published by the "North-China Daily News" of the same date, the Council, regarding certain statements therein contained as calculated to mislead public opinion in a matter of general importance, decided to place the facts on record and to publish a special Minute in re for general information, as follows:—

1.—At the last meeting of the Council, held on 1st July, the Captain Superintendent of Police forwarded a document, issued by the Mixed Court Magistrate to his runners at the time of the arrest of the "Su-pao" staff, wherein the said runners were ordered to summarily close the premises of that newspaper. As on a previous occasion, when the Senior Consul and the Shanghai Taotai ordered the suppression of a native paper without trial, the Council's intructions were formally recorded, and communicated to the Captain Superintendent of Police, that the closing of the "Su-pao" could only take effect after trial of the case and judgment given.

2.—The Mixed Court's order for the closing of the "Su-pao" was handed to the Police on Monday afternoon, but in view of the instructions above mentioned, the Captain Superintendent necessarily referred the matter to the Council for further orders. It is to be noted that no reference to the case has been made in the day's report of the Police Officer on duty at the Court and that the Press reporters present were not aware of the case having been brought forward. It was also known that the counsel for the defendants had not been notified of any proceedings impending; under these circumstances, it became necessary to report the facts to the Council and to ask for instructions. The Council was subsequently informed by H. B. M. Acting Consul-General that the order of the Court was properly given upon an exparte application and that he had directed the British Assessor to issue the same. The Council's orders were thereupon communicated to the Police that the office of the "Su-pao" should be closed, which was accordingly done on Tuesday morning. Some slight delay took place in the actual carrying out of the orders by the Police because, upon arriving at the "Su-pao" premises, a British subject was found in possession who claimed ownership of the property and denied access to the Police officers and these referred the matter back to the Captain Superintendent for further instructions before actually sealing up the premises.

3.—The Council, while most anxious to promote and maintain uniformly cordial relations with the Consular and Chinese authorities, adheres to the general and necessary principle, frequently enunciated and admitted in the past, that the due protection of the rights of residents in this Settlement necessitates recognition of the rule that trial should precede punishment and that this principle cannot be abandoned, even in deference to the wishes of the Chinese authorities, without the gravest danger to the public interests of the community. The Council desires at all times to act in harmony with the Chinese authorities but is unable to depart from the policy of its predecessors, sanctioned by the unanimous support of the Ratepayers, in regard to the protection of the status and liberties of native residents. The Council's attitude in this matter was clearly defined and approved at the Ratepayers' meeting of 16th May 1902, and so long as the conditions complained of at that meeting continue to exist, so long must there be necessity for unfailing vigilance in matters affecting the well-being of native residents. At the same time, it should be stated that, so far as the Council is aware, no friction has arisen between the Municipality and the local authorities in regard to the "Su-pao" case, and no official communications have passed on the subject.

4.—The granting of an exparte application by Courts of law is a measure wherein it is presupposed that the substantial rights of the absent party will be safeguarded. The closing of a newspaper office on an exparte application is regarded by the Council as an unnecessary departure from the proper procedure for the administration of justice. The ends desired by the Chinese authorities, admitted to be necessary in the case of the "Su-pao," might readily have been attained by methods based on the ordinary principles of justice and in accordance with established procedure.

SOLICITOR'S OFFICE
AUG 8 1905

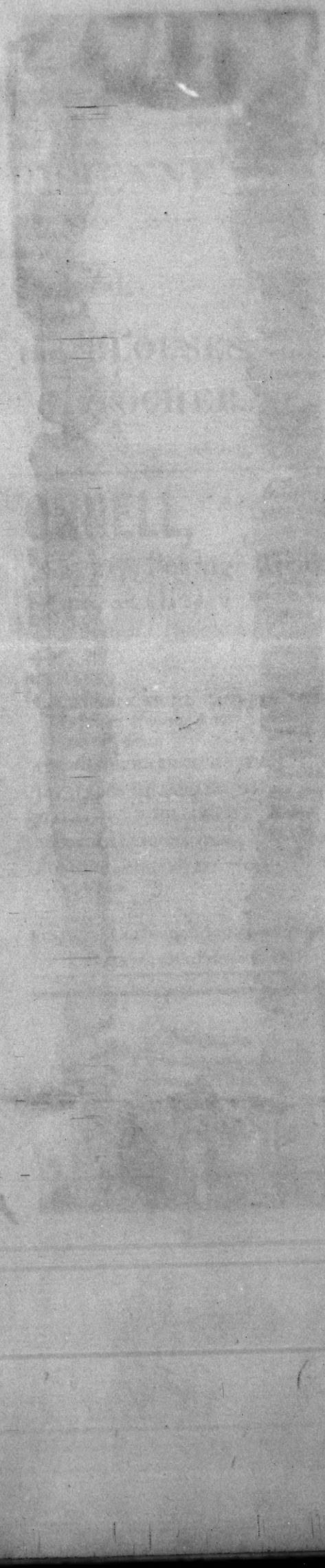
Dear Jim Abe:

As I understand it these Chinese are not accused of common crimes but of political offences - such as arise under Chinese law by advocating a reform of or change of Govt.

We have no power of extradition or surrender

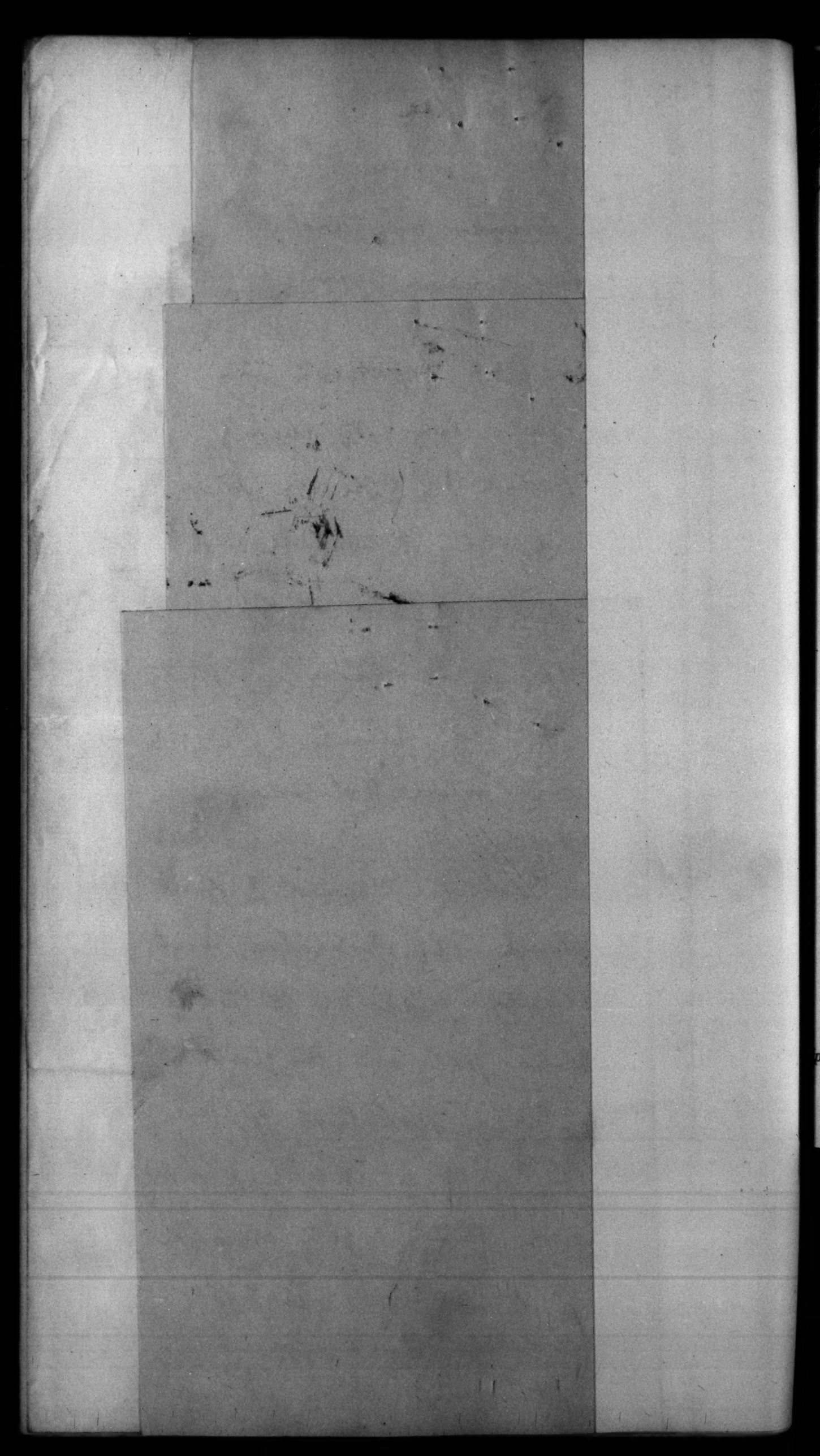
We can adopt the Chinese course suggested in some measure - allowing the men their choice

to accept deportation in
the safe way (to them)
suggested by you, or to
leave the consulate and
take their chances of
arrest by Chinese authori-
ties. If they should decline
to leave the consulate, the
Consul could send them
as trespassers — acting in this respect
as a - swarm analogous to
that pursued by Powell,
Haiti, under instructions
of Dept. I am decidedly



opposed to ~~[illegible]~~ instructing the consuls of U.S. and over over political offenders to the Chinese authorities, and I doubt think the Consular Courts should presume to try and pass on the guilt of even political offenders they will accept explanations with their safety assured and in future we shall avoid further difficulty by the instructions already given.

W. H. P.



July 15-03 Rec'd by last evening's mail

TELEGRAM RECEIVED IN CIPHER.

CHIEF CLERK. JUL 15 1903 Department of State

DEPT OF STATE JUL 18 1903 2ND ASST SECRETARY

[redacted] From SHANGHAI,

Rec'd, July 15- July 14, 1903.

Confirm both. Received 4:20 p. m.

aal

Secretary of State,

Washington.

Six Chinese arrested in foreign settlements Shanghai charged with the crime of sedition. Local Chinese civil authorities agreed with Consuls trial should be in Mixed Court, and punishment in Shanghai. Chinese Government says prisoners are guilty and ask the Foreign Ministers to instruct Consuls order municipal authorities to deliver prisoners to Chinese authorities for summary punishment. Prisoners are in municipal jail. Public opinion will oppose violently delivery men to death without trial. Have reported to Minister Plenipotentiary. He has directed telegraph you for instructions.

GOODNOW.

INDEX BUREAU FILED NOV 22 1903

Ciphered by XXXX. Chief Clerk, July 14, 1903.

INDEX BUREAU
RECD
AUG 10 '03
DEPT OF STATE

ASSISTANT SECRETARY,
AUG 10 1903

No. 531

Consulate-General of the United States,

Shanghai July 15, 1903.

Mr. Goodnow

To the Department of State.

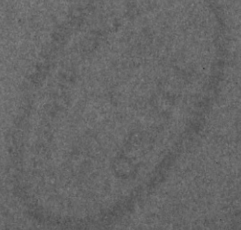
Subject:

Sale of a Chinese newspaper to an American citizen.

Abstract of Contents.

Enclosing copy of bill of sale

INDEX BUREAU
SEP 9 1903
FILED



No. 531

Consulate-General of the United States,

Shanghai July 15, 1903.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith copy of bill of sale of the "Universal Gazette", a Chinese newspaper, to W.F. Gray, Genl Manager Hankow Canton Ry and owner of the Shanghai Times.

Reluctant as I was to register a Chinese paper as the property of an American, I could not prove a lack of bona fides in the transaction and was forced to register it.

I am, Sir,

Your obdt servant

John Goodnow

Consul General U.S.A.

Memphis Nov 14 1863

H. H. Bowen

I have the honorable duty of
duke of the Missouri Brigade
Chinese newspaper, to the term
the Memphis Avalanche for a number
of the ensuing three.

Believe me I am to remain
Chinese papers as the Brigade of
Missouri, I could not pen a line of
more pride in the discharge and
more proud to respect it.

Adieu Sir,

Your obd't servant

John Bowen

Genl Bowen

Copy

THIS DEED made at Shanghai in the Empire of China this thirteenth day of July One thousand nine hundred and three Between Wang Chun Ko (汪仲閣) on behalf of himself and the other peoprietors of the daily newspaper known as the Universal Gazette published in the Chinese language at Shanghai (hereinafter referred to as the Vendors which expression shall be deemed to include their legal representatives and assigns where the context so requires or admits) of the one part And Willis E. Gray of Shanghai a citizen of the United States of America the proprietor of the daily newspaper published in the English language at Shanghai aforesaid known as The Shanghai Times (hereinafter referred to as the purchaser which expression shall be deemed to include his heirs executors administrators and assigns) of the other part WITNESSETH that in consideration of the sum of Taels Fifteen thousand on or before the execution hereof by the purchaser paid to the Vendors the receipt whereof the Vendors do hereby acknowledge the Vendors do hereby convey assign and transfer unto the purchaser the property known as The Universal Gazette Newspaper and the job printing business carried on by the Vendors at No.98 Foochow Road Shanghai aforesaid And also all printing machines machinery implements plant fixtures furniture and Stock belonging to the Vendors and used by them in connection with the said newspaper and business or being upon the said premises No.98 Foochow Road and also the goodwill of the said newspaper and business free from encumbrances To Have and To Hold the same unto and to the use of the purchaser absolutely And the said Wang Chun Ko (汪仲閣) for himself and his legal representatives and assigns hereby covenants with the purchaser that he the said Wang Chun Ko (汪仲閣) now hath good right and

and title to convey and assign the premises to the purchaser in manner hereinbefore expressed IN WITNESS Whereof the parties hereto have hereto set thedr hands and seals the day and year first above written.

SIGNED SEALED and DELIVERED
by the said Wang Chun Ko
in the presence of
(Sgd) Wen Tsung yao.

(Sgd) 汪仲閣 (seal)

SIGNED SEALED and DELIVERED
by the said Willis E. Gray
in the presence of
(Sgd) Wong Soong Dong.

(Sgd) Willis E. Gray (seal)

RECEIVED from the purchaser this 13th day of July One thousand nine hundred and three the sum of Taels Fifteen thousand being the consideration money above expressed to be paid to us.

Taels
15,000

(Sgd) 汪仲閣

Witness
(Sgd) Loftus E. P. Jones,
Barrister at Law,
Shanghai.

INDEX BUREAU
REC'D.
AUG 10 '03
DEPT OF STATE

ASSISTANT SECRETARY,
AUG 10 1903

No. 532

Consulate General of the United States,

Shanghai, July 16th , 190 . 3

Mr. Goodnow,

To the Department of State.

Subject:

Sedition Cases.

Abstract of Contents.

Confirming telegram.

Enclosing account of preliminary hearing.

INDEX BUREAU
SEP 8 1903
FILED

No. 532

Consulate-General of the United States,

Shanghai, July 16th, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my No. 530 of July 11th giving a report in the "sedition" cases I have to confirm my telegram of July 14th.

"Six Chinese arrested in foreign Settlements Shanghai charged with dedition. Local Chinese civil authorities agreed with Consuls trial should be in Mixed Court and punishment in Shanghai. Chinese Government says prisoners are guilty and asks Ministers to instruct Consuls to order Municipal authorities to deliver prisoners to chinese authorities for summary punishment. Men are in Municipal jail. Public opinion will oppose violently delivery men to death without trial. Have reported to Minister. He has ~~instructed~~ directed telegraph you for instructions".

and your reply of July 15th

" (Use?) your good offices to delay action requested by Chinese Government until at least charges have been proved against the accused in Mixed Court with foreign Assessor sitting as it seems possible foreign interests may be involved. We would be greatly pleased if agreement made in the first pace with local authorities could be carried out. (signed) Hay."

I have repeated your foregoing telegram to Minister Conger.

I hand you herewith account of yesterdays proceedings in the case in the Mixed Court.

At my request, Treaty Commissioners Luh and Wu, the Shanghai Taotai, and Sheng Kungpao, have united in a telegram to the Waiwupu asking that ~~they~~ it shall not interfere until after the preliminary hearing in the Mixed Court.

I am, Sir,

your obedient servant,

John Goodnow

Consul General.

THE MIXED COURT.

Shanghai, 15th July.

Before Mr. SUN (Magistrate) and Mr. R. GILES (British Assessor.)

The Sedition Charges

The trial of the seven Chinese charged with sedition against the Imperial Government was opened. Mr. A. S. P. White-Cooper and Mr. W. A. C. Platt appeared to prosecute and Mr. H. Browett (acting on behalf of Mr. F. Ellis) represented the prisoners. The Court was crowded with Chinese and foreigners. The charges were formulated at great length and extracts from articles in the "Supao" and in pamphlets said to be written, printed and published by the prisoners were read, the keynote being "Slay the Manchu." Much personal contempt was expressed for the Emperor.

The man said to be editor and proprietor of the "Supao" is not yet in custody.

Mr. White-Cooper—On the previous hearing of this case it was adjourned in order that the charges against the several prisoners should be formulated more specifically. That has now been done and I will read the charges.

The charges against the above-named Ch'en Fan, Ch'ên Ch'ung-yi, Ch'ien Yun-sêng and Ch'eng Chieh-fu are that they did maliciously print and publish or cause to be printed and published certain treasonable and seditious libels in a Chinese Newspaper called the "Supao" published at No. 20, Hankow Road, Shanghai, concerning His Imperial Majesty the Emperor and the Imperial Government of China in order to excite treason, discontent and create disturbance in His Imperial Majesty's Empire and to bring His Imperial Majesty the Emperor and His Government into hatred and contempt, and in particular did print and publish or cause to be printed and published the malicious and seditious libels of which the following are translations from the Chinese:—

(1) "Supao" dated 6th day 5th moon. An editorial article on Kang Yu-wei contains the following words:—"In this publishing of our purpose to turn out the Manchus we are but setting forth the iron purpose of the general public."

(2) "Supao" dated 23rd 5th moon. Heading "Congratulations to the Manchus."

"Slay the Manchus—Slay the Manchus; this is the voice of the public mouth. The Manchus said to themselves with proud contempt, these strongholds will be the property of the succeeding Emperors, our descendants, for a hundred thousand years. The sleeping tiger has now, however, awakened, the blind have all had their sight restored, Dawn has risen upon the Chinese race and cannot be darkened and they all look upon the Manchus as their bitter enemies for nine generations. We should grind our teeth and glare at them with protruding eyes."

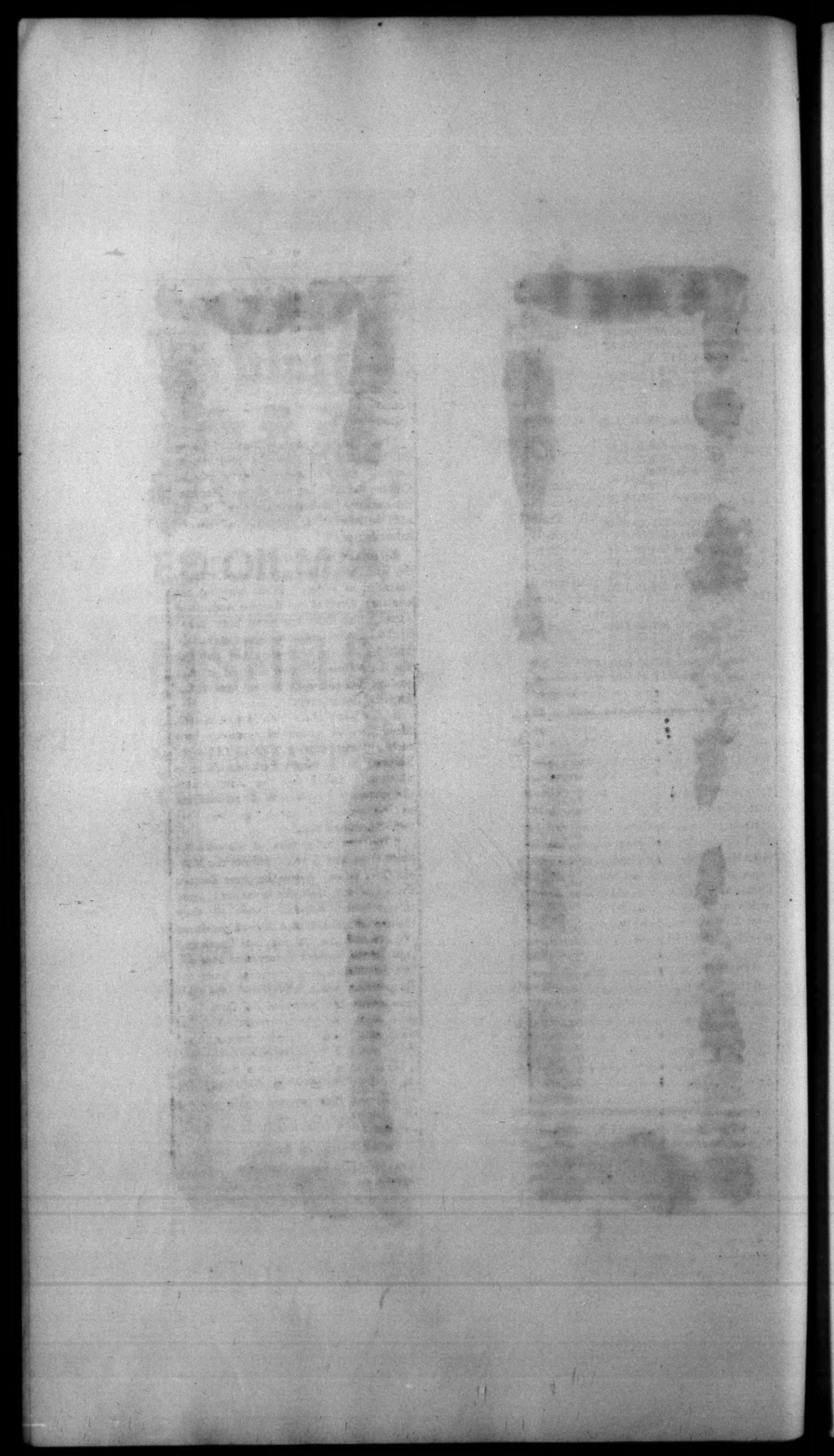
(3) "Supao" dated 8th of 5th moon: The "Supao" commenting on a communicated article entitled "Alien Residents" which described how disbanded soldiers and others formed the Ko Lo Wei Society, and the Society having got a bad reputation changed their name to that of Alien Residents, and that they live by looting and plundering, writes as follows:—(Translated).

"These Alien Residents are the outcome of the "Alien Emperors (or Stranger Sovereigns) who have usurped the country for so long that they have turned all the masters of the land into their slaves. In the eyes of slaves everyone is their master: so during these 250 years no one recognised the fact that the Emperor was the Alien or tried to drive him out. Things having been turned upside down so long that these disorderly and ungovernable gangs are dubbed "Alien Residents" (by the Government) while in reality they are the natives and therefore the true masters of the country."

(The usual respectful elevation of the Chinese Characters when mentioning the name of the Emperor is here omitted in order to show the written contempt for the Emperor whom he described as the Alien or Stranger Sovereign.)

(4) In the "Supao dated 14th day of 5th moon there is published the following review of a book called "The Ku Ming Kuen" (Army to dethrone the present dynasty) by its admiring readers of which the translation is as follows:—

"In the country lanes and among women and children the proverb "men surrender when women would not, grown



men surrender when little boys would not, the living surrender when the dead would not," is always in the mouths of the people."

(Note)—This means that women, children and the dead when prepared for burial wear the costume of the Ming Dynasty while the living men of China submit to the ignominy of the queue and dress imposed by their Manchu conquerors —the inference to be drawn is that men should not be behind women and children in resistng the imposed style of dress.

"Anyone who saw the Manchus would call them "Tartars" just as he would call a Westerner "Yang Kwei-tse" (foreign devil). All the world knows how the Chinese hate the Manchus."

"Our hereditary rulers are Manchus—those who usurp the rank of nobility with its special privileges are Manchus. Those who are stationed in different provinces to oppress us Chinese slaves are Manchus.'

"In the name of the "Ku Hing-kuen" can we do less than turn out these hereditary rulers, depriving them of their special privileges of nobility and abolishing the whole oppressive system?"

The "Supao" in a paragraph in the same issue comments on the above-named book of which the translation is as follows:

"The chief object of this book is to exterminate or expel the Manchu race and reinstate China proper. The pen of the writer is extremely expressive and the writing is impressive and sorrowful. On reading this book how can any Chinaman who has any pride of race help springing to this feet with drawn sword, his heart beating and every muscle braced foraction? This book is indeed of the first importance in the education of modern China, and one that I should like to see as widely circulated as possible."

(4) In the Supao dated 5th day Intercalary Moon there is published the following articles:—(Translated).

"The relation between Kang Yu-wei and the Gioro Ruler, (meaning the present Emperor); abstract of Chang Pin-ling's letter to Kang Yu-wei reviewing this book." The following is quoted from Chang Pin-ling:—

"Since the 21st year of Kwang Hsu (i.e. about 8 years ago) the Emperor has lived in nervous dread of his dethronement by the Empress Dowager. Nervously depressed by the prospect he laid his plans. He knew that without reform he could not carry on intercourse with foreign countries on a satisfactory basis and he also knew that without carrying on intercourse with foreign countries on a satisfactory footing, he could not thwart the Empress Dowager's influence or plans He, Tsai Tien, petty thief, who cannot distinguished chalk from cheese, he between the devil and the deep sea, not giving a thought to his Manchurian territory."

(Tsai Tien is the personal name of the present Emperor, and in China the personal name of the Emperor is not allowed to be used; and, in writting, the two characters are always omitted, but the writer of this article, not only inserts the name of the Emperor to show his contempt and disrespect but actually calls him "petty thief who cannot distinguish chalk from cheese" (lit; "rice from wheat") to bring His Imperial Majesty into hatred and contempt. The same article quotes as follows: —(translated.)

"Tsai Tien is a private friend of Chang Su (alias Kang Yu-wei the head revolutionist), but the public enemy of the Chinese race, for are not all the Manchurians as stupid as donkeys and pigs? Should such be allowed to remain and not be exterminated?"

(5) In the issue of the Supao dated 10th day 5th Moon there is published what is described as a Secret Edict ordering the summary arrest of the Chinese students in Japan, which Edict has never been issued by the Imperial Government, and is entirely fictitious and the fabrication and publication thereof was intended and did in fact produce discord and excitement against the Imperial Government.

In the issue of the 15th day of the 5th Moon there are published comments by a certain person signing himself "Man of Nature" on the above fictitious Edict in which it is stated that the Edict orders the summary decapitation of the students on the ground of revolt as their just punishment and says:—

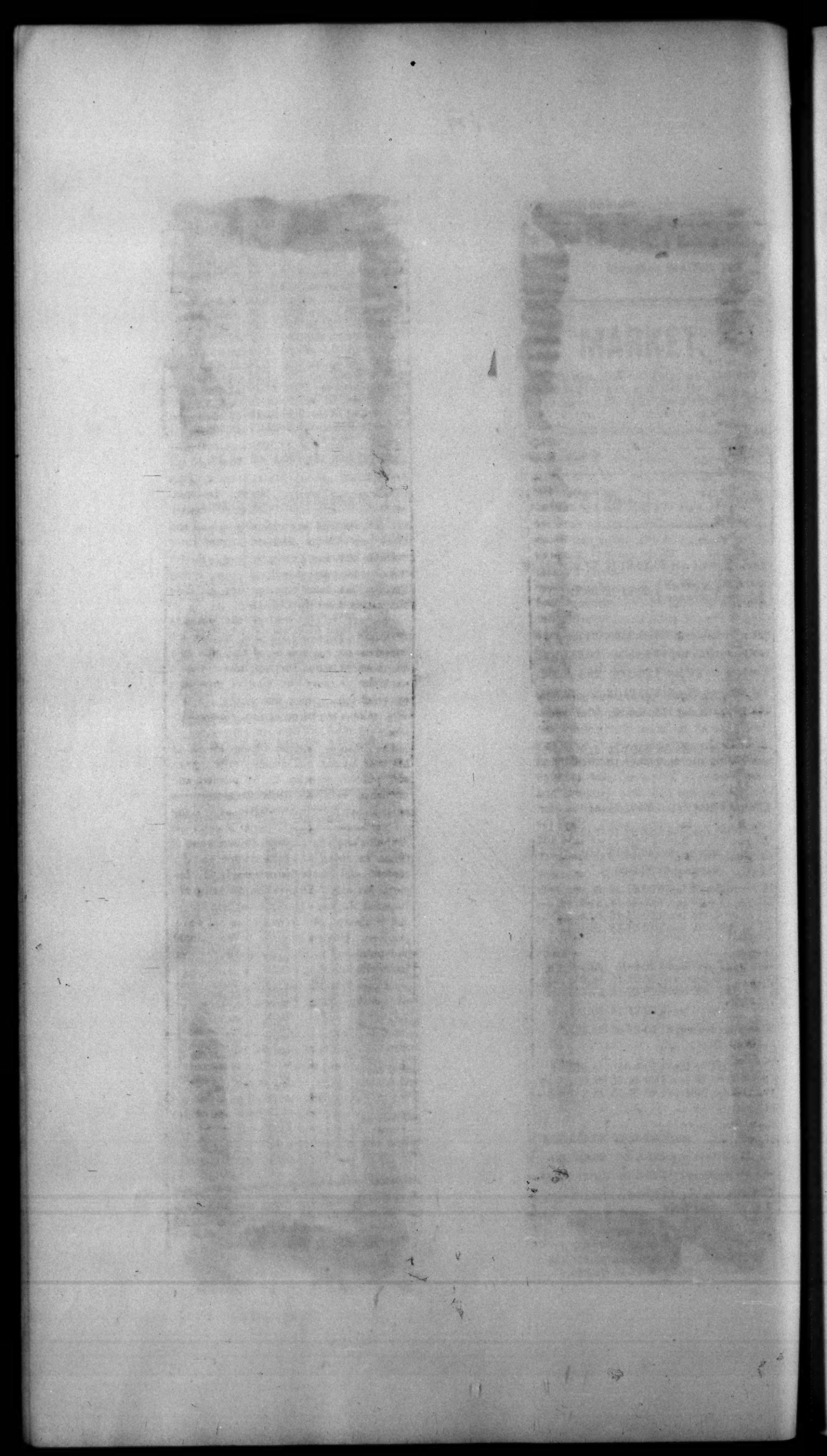
"Well this is the fault of the students themselves and I won't censure the Manchu Government becase the three Eastern Provinces are the old home of these thieves, the Manchus, and if they themselves do not care for the provinces why should the Chinese care for them? Again if the Manchu Government does not free the Manchurian proviuces from the Russian occupation, why should the Chinese restore the provinces for thrm?" It goes on to call the Government "You wandering horde of cattle-raisers," and "the pigtailed barbarian guys."

(7) In the issue of the Supao dated 27th day of the 5th Moon there is published an editorial article headed:—"The purpose of killing men" of which the following are extracts:—

"For 200 years my 400 million brethren have been breathing out their intense hatred for you. Are you so stupid that you will never hear?"

"Our present purpose of murder is the purpose of revenge."

"That 400 millions should be able to slay one man (The Emperor)is as easy as pushing over a rotten tree."



"When we have finished murdering the Manchus then only shall we stay our hands. Let us hasten to murder."

(8) In the issue of the "Supao" dated 1st day of the Intercalary month there is published an editorial article headed "Information to the Public," of which the following is an extract:—

(Translated.)

"Let us upset their Government and establish a Government of Chinese."

The charge against T-ou Yung is that he did maliciously write print, and publish or cause to be printed, and published seditious libels contained in a pamphlet entitled "Ku Ming kuen" or "Army to dethrone the Dynasty" concerning His Imperial Majesty the Emperor and the Imperial Government of China in order to excite treason and discontent and create disturbance in His Imperial Majesty's Empire to dethrone the present Dynasty and to bring His Imperial Majesty's Government into hatred and contempt, and in particular did write, print and publish or cause to be printed and published in such pamphlet the following:—

TRANSLATION OF PART OF KU MING KUEN.

CHAPTER I.

Let us sweep away the absolute monarchy which has lasted for thousan's of years. Let us cast off the slave nature which has lasted for thousands of years. Let us slay and exterminate more than five millions of those beast-like Manchus. Let us wipe off the disgrace of this tyranny and cruelty which has been going on for two hundred and sixty years. May the Chinese soil be turned into clean land and all the descendants of our real Emperors become Washington; that the dead may be brought to life and that we may emerge from the lowest depths of the hell and climb to the top-most heighth of heaven. To dethrone the dynasty is therefore the cry of the day. Oh! dethrone the dynasty; to do that is noble. Oh! dethrone the dynasty; to do that is supreme.

CHAPTER. II.

Let us dethrone the dynasty. Let us dethrone the dynasty. Why should we this day dethrone the dynasty my four hundred million brethren? Well, let me cry out to you that it is because of discontent, because of dissatisfaction. Is there any disaster more heartrendering and tearful than that of the reign of an Emperor from among the Manchu thieves, despised race, wicked and wild hearted sons of wolves, wandering herd of cattle raisers. Nevertheless in order to be rich and hold office we have to cringe and fawn like dogs begging for favours, kneeling thrice and kowtowing nine times, feeling quite pleased and not a wit humiliated at their feet. Shameless and unintelligent. Oh, my brethren, you have no manhood, you have no love for your country (China proper) you have no pride of race you have no idea of liberty

(Chapter II continues to the following effect.)

I cannot understand why you chose to be slaves of barbarian slaves instead of being the slaves of the civilised. The few as a rule always follow the action of the many, the foolish always follow that of the intelligent. Are the Manchus, the thieves, more numerous than you? They are only five millions and number no more than the people of one Chinese district. Are Manchus, the thieves more intelligent? There are princes who are not able to read and there are Tartar Generals who know nothing but how to sing a song. If ever there were any intelligent men among them it has been because they got their civilisation from the Chinese.

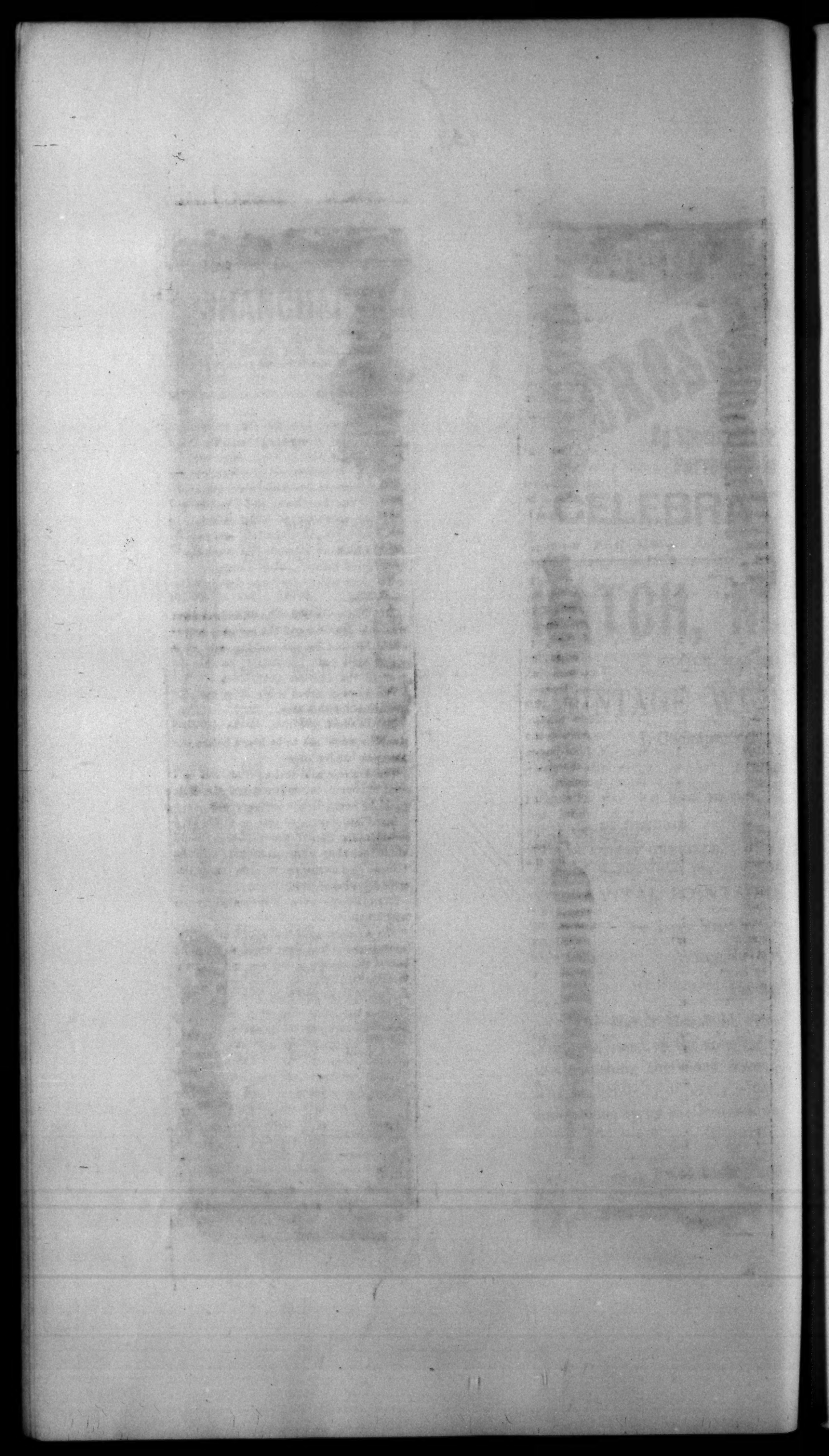
This are only a few of the extracts from the "Supao." We shall not confine ourselves on the hearing of this case only to these extracts but we take these as examples to show the kind of preaching of which this paper was guilty. I will now take the charge against Chang Pin-ling.

The charges against Chang Piu Ling are that he did maliciously write, print and publish or cause to be printed and published seditious libels contained in a pamphlet or open letter addressed to Kang Yu-wei concerning his Imperial Majesty the Emperor and the Imperial Government of China in order to excite treason and discontent and create disturbance in His Imperial Majesty's Empire and to bring His Imperial Majesty's Government into hatred and contempt, and in particular did write, print and publish or cause to be printed and published in such pamphlet or open letter the following:—

Extract from the pamphlet, Open Letter written by Chang Pin-ling to Kang Yu-wei.

"The Manchu garrisons stationed at the different provinces were fed with rice produced in the South. The Government knew the dislike of the people and Yuen Ye and Hung Lih in order to please the people visited the southern provinces several times with the specious declaration (that the places visited will be exempt from taxation) and yet the money arbitrarily squeezed was as the sands of the sea."

Yuen Ye and Hung Lih are the personal names respectively of the Kang Hsi Emperor and the Kien Lung Emperor and therefore are not allowed to be used.



"Since the 21st year of Kwang Hsü (i.e. about 8 years ago) your Emperor has lived in nervous dread of his dethronement by the Empress Dowager. Nervously depressed by the prospect he laid his plans. He knew that without reform he could not carry on intercourse with foreign countries on a satisfactory basis, and he also knew that without carrying on intercourse with foreign countries on a satisfactory footing, he could not thwart the Empress Dowager's influence or plans. He, Tsai Tien petty thief, who cannot distinguish chalk from cheese, he, between the devil and the deep sea, not giving a thought to his Manchurian territory.

What I mean by putting Manchus and Chinese on equal footing is that a Government like that of Austro-Hungary should be formed and the two people should be governed by one Emperor under what is called the Constitutional Government. If the 3 eastern provinces remain (to China) then the great Manchurian princeling may also govern the Chinese who will perforce reluctantly render their allegiance, Now, however, the old home of the Manchus has been usurped by the Russians The penalty of losing territory is death, and the loser (the Emperor) surely cannot be further recognised (even) as a Manchu Ruler. Where then can the Constitutional Government of a United Kingdom come in? This losser of territory, criminal before heaven, (meaning the Emperor) we reverence as the ruler of the Chinese race. Is it not just as bad as taking out a convict from the prison and making him our august sovereign?

(2) That he did maliciously write, print and publish or cause to be printed and published in the Supao newspaper of the 12th day of the Intercalary or Moon a treasonable and seditious article concerning the Imperial Government of China in order to excite treason, discontent and create disturbance in the Chinese Empire and to bring the said Government into hatred and contempt. The following are translations of certain portions of the said article which acknowledges that the said article was received from Chang Pin-ling :—

"From the time I was 16 or 17 years of age I have this hatred of the Manchus."

"If they cannot establish reform they shall be turned out, if they can establish reform they shall still be turned out."

As the Court will see the above are all connected with the publication of the "Supao" or pamphlets purporting to come from that office. The charge against Lung Chih-tze is entirely different. Before going into that I may say that the man said to be the editor and proprietor of the "Supao" is not before the Court. On the last occasion he was said to be ill and since then he has not been brought the Court. We ask that he be brought up at the next hearing.

The Assessor—Certainly, if he is obtainable.

Mr. White-Cooper—With regard to Lung Chih-tze, he is charged with being connected with the thwarted insurrection in Hankow in August 1900 when there was a plot to set fire to the city of Hankow and murder the Chinese magistrate. The evidence connecting the prisoner with that plot has not yet reached Shanghai and although I have formulated the charges generally in the document now before the Court I ask to be allowed to wait for the evidence before making them specific.

The Assessor—As this has nothing to do with the charges against the other men it had better be heard separately.

Mr. White-Cooper—My instructions are to ask that he be dealt with quite distinctly from the others; and I understand that the arrangement which affects the other men, viz., that the trial and punishment shall take place in the Settlement, does not at present affect Lung.

The Assessor—I don't see that it would affect him.

Mr. White-Cooper—The crime was committed at Hankow and the ordinary course would be that on the making out of a primâ facie case he should be handed over to the Chinese authorities.

The Assessor asked if Mr. Ellis was also appearing for this man.

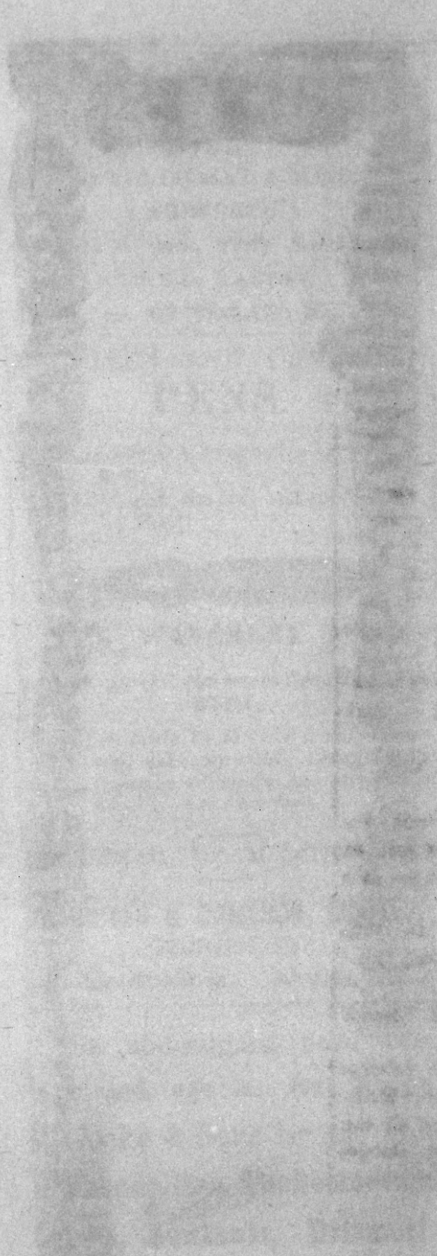
Mr. Browett said that was so and that Mr. Ellis would ask to be heard before the man was handed over.

The Assessor said that a primâ facie case must of course, be made out and Mr. Ellis would be heard in the ordinary way.

Mr. Platt intimated that it would save considerable time if the prisoners would admit that they were connected with the "Supao" newspaper in the capacities severally alleged.

The prisoners were interrogated by the magistrate.

The Assessor gave the result of the interrogation. Chên Fan, whose name stood first in the charge street was not present. Prisoner No. 2 (Chên Ch'ung-yi) said he was the son of Chên Fan, and that Chên Fan was the proprietor and editor of the paper; he also gave the names of two men, not yet charged, and said one was the assistant manager and the other an editorial assistant on the staff. No. 3 (Ch'ien Yun-sêng) denied all connection with the "Supao": No. 4 (Ch'eng Chieh fu) admitted that he was accountant of the "Supao" but denied that he was the sub-manager; No. 5 (Chang Pin-ling) admitted that he wrote the pamphlet mentioned in the charge against him. No. 6 (Tsou Yung) also admitted unreservedly that he was the author of the pamphlet mentioned in the charge against him. No. 7 (Lung Chih-tze) denied that he had any complicity in the plot at Hankow.



(5)

Mr. Platt asked that steps be taken to bring the two men named by the second prisoner before the Court.

The Assessor said the existing warrant would be cancelled and a fresh warrant to include these men be issued.

Mr. Platt asked if the prisoner who denied all connection with the "Supao" also denied that he was arrested at the newspaper offices.

The Assessor said the prisoner's statement was that he was arrested in Park Road.

Mr. Browett asked for a further adjournment of ten days.

The Assessor said the magistrate was anxious to get the case tried as soon as possible. Next Tuesday was the latest date that could be fixed.

Mr. Browett remarked that Mr. Ellis was engaged in a case in the Supreme Court which was likely to last some days

The case was adjourned till Tuesday afternoon at half past two.

The Assessor directed that the prisoner Lung Chih-tze be brought up separately next time. He also intimated that all the sessions in connection with these charges would be in the afternoon.

CONSULAR BUREAU
AUG
18
1903
DEPARTMENT OF STATE

ASSISTANT SECRETARY,
AUG 15 1903

No. 533 Confidential.

Consulate-General of the United States,

Shanghai, July 16th, 1903.

INDEX BUREAU
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2ND ASST SECRETARY

CONSULAR BUREAU

Ack & file.
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Mr. Goodnow,

To the Department of State.

ack
aug. 18, 1903.

Subject:

Russia in Manchuria.

Abstract of Contents.

Decision of Standard Oil Co. not to attempt to increase its present trade in Manchuria.

INDEX BUREAU
AUG 21 1903
FILED

Confidential.

No. 533

Consulate-General of the United States,

Shanghai, July 16th, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Some of the general officials of the Standard Oil Co. have been in China during June and July and have bought property in Shanghai and Hankow with the view of largely extending their business.

They went to Newchwang about July 1st with the intention of buying property there for the purpose of expanding their trade in Manchuria. On returning they have said to me, and have given me permission to report to you in the matter, that they have decided to do nothing in Newchwang at the present time. They give as their reason that they found Newchwang entirely in the hands of the Russians who have every appearance of being there permanently. They found Russian sentries on the bund and at each of the gates of the native city of NewChwang. They found a mansion being erected for a Russian Governor General and that the Russians had driven out the Newchwang Tug and Lighter Company. The business men with whom they talked were all of the opinion that the Russians have no intention of leaving Newchwang. A Russian syndicate was in Newchwang to buy property and build warehouses for Russian oil. These men stated openly that the Russian Government would take such measures as would enable

Some of the general officials of the Standard Oil Co. have been in Ohio during June and July and have sought property in Cleveland and Akron with the view of largely extending their business.

They went to Cleveland about July 1st with the intention of buying property there for the purpose of extending their trade in Northern Ohio. On returning they have said to me, and have given me permission to quote it in the matter, that they have decided to do nothing in Cleveland at the present time. They give as their reason that they found themselves entirely in the hands of the Socialists who have every appearance of being there permanently. They found Socialists sweltering on the bank and at most of the gates of the native city of Cleveland. They found a mandate being created for a Socialist Governor General and that the Socialists had driven out the Democratic Tom and Lighter Company. The business men with whom they talked were all of the opinion that the Socialists have no intention of carrying themselves in a business like way. A Democratic politician was in Cleveland at the same time and he was told by [illegible] that there was no question but that the Socialists would take over Cleveland at the next election.

them to put Russian Oil into Manchuria as against the American oil.

Taking all these things into consideration, the Standard Oil Co., with much disappointment, abandoned its intention of attempting to increase ~~their~~ present trade in Manchuria.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

9

TELEGRAM RECEIVED.

1 mn

From Shanghai,

July 22, 1903.

Received 11 49 A.M.

Sec State

Washn.

Aug July 22/03
Ltr mailed.

When were instructions

regarding prisoners mailed

Derby

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No. 534

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CONSULAR BUREAU AUG 13 1903 DEPARTMENT OF STATE
JAN 4 1904 DEPARTMENT

Consulate-General of the United States,

Shanghai July 17, 1903.

Mr. Goodnow

To the Department of State.

To the Press
Asst Sec
Commerce & Labor
Sept 17 '03

Subject:

Wreck of the "Carrie Am."

Asst Sec
Harbors
1906-7-8 Office 7/04

Abstract of Contents.

Captain's report -

File

INDEX BUREAU JUN 29 1904 FILED

H 553 B Nov 20 '03
August 3 '03

Refer to Customs
Chief. June 27/04

Jan 15 order Mr Goodnow re nationality of S.S. "Irene" & "Hecate"

Consular Bureau.

MEMORANDUM.

Mr. Peirce: DEC 30 1903

I recommend that a watch be presented to Capt. Johns of the "Irene" — a Watch to 2d Officer Malcolm of the "Irene" — & a Glass to Capt. Wallace of the "Hasan" in recognition of their services & the "Carrier Dove".

W.J.B.

APPROVED
W. N. Otis

No. 534

Consulate-General of the United States,
Shanghai China July 7, 1903.

Honorable H H D Peirce
Assistant Secretary of State,
Washington, D. C.

Sir:

I hand you herewith the Captain's account of the standing of the Am. schooner "Carrier Dove": the rescene of the crew: and the death by drowning of one man.

The "Carrier Dove" is now at Shanghai. We have not as yet been applied to for any relief.

I have applied to the Chinese authorities to apprehend the fishermen who carried away the movable articles from the ship.

I commend to your favorable notice Capt T.R. Johns of the S/S "Irene" and Capt F.H. Wallace .. .. .. "Haean".

I am, Sir,
Your obedient servant
John Goodnow
C.G. U.S.A.

Hotel Butler

SEATTLE, WASH. Jan. 26, 1904.

My Dear Mr. Carr:-

I cannot tell you from my memory the nationality of the steamships "Irene" and "Haean". If you will look at my dispatches on the subject,- if I said Indo-China Steam Navigation Co.(I.C.S.N.Co.) or China Navigation Company(C.N.Co.) then the steamers are British. If I said China Merchants Steam Navigation Company (C.M.S.N.Co.) then the steamers are Chinese.

I will write you fully on reaching Shanghai.

We sail Saturday, the 30th, on the steamer "Tremont" of the Boston Steamship Co., arriving in Shanghai about Feb. 24th. At this time of the year, we cannot expect a pleasant crossing.

With best regards,

Sincerely,

John Goodnow

Hon. W. J. Carr,
Chief Consular Bureau,
Washington, D.C.

CONSULAR SERVICE, U. S. A.

Shanghai Mch 4 1904

Dear Mr Carr

Replying to your letter of Jan 15th:- the Strs "Irene" and "Hacan" are Chinese.

We had a rough voyage but a comfortable ship and I found plenty to do on arrival.

With best regards
I am very truly
John Goodnow

Shanghai, 7th July 1903.

To
The U. S. Consul General,

Shanghai.

Report of the Voyage and Stranding of the Schooner "Carrier Dove" C. Jensen, Master.

On April 24th I sailed from Vancouver B. C. with a cargo of timber bound for Shanghai, light fair winds and fair weather were encountered the whole voyage with the exception of a few days off the Lindschoten Islands. On May 26th Seaman A. Johannesen fell down from aloft and was very seriously injuried, both arms and Jaw-bone were broken and one eye lost, besides numerous bruises and cuts on his face. The arms were set in splints and properly bandaged, and a Cot made for him in the coolest place in the ship and everything possible was done for his comfort.

On June 23rd I entered the Eastern Sea passing between the Islands of Sumago and Tokara at which place I ascertained the error of my Chronometer by cross bearings. The current was then setting to the E N E 1 3/4 miles an hour after passing 126.30' E the current set to S W, 3/4 miles an hour, I had good observations until June 28th both a. m. amd p. m. and found 3/4 miles current was S W, correct. From that time on I watched closely over every course steered to make sure it was made correct.

On June 30th 4 a. m. civil time, I had the North Saddles Light bearing by my reckoning since last observation bearing S W distance 28 miles; a few minutes before 4 o'clock I sent the second mate up aloft to see if he could see any light. He reported that he could just see a revolving light from the masthead. At 4 o' clock I sent the Mate up to make sure that it was a revolving light he also stated that it was a revolving light, and made out the bearing S W 1/2 S.

The bearing and distance corresponding almost exactly with my reckoning, I felt sure of my position and put the ship on a course for Amherst Rock. I intended to run out my distance and bring to for a Pilot; at 9.30 a. m. she struck 12 miles N. W. of Shaweishan. The vessel was making then about 9 miles with all her sails set. The ship's head was W.N.W. wind about E. When I felt her touching I hauled her up tp N. N. E. she was then striking hard in 4 1/4 fathoms I then tried to put her in stays, but she would not stay. I lowered down all the sails thinking the tide would carry her off the bank as it was running to the E and S but the wind was stronger than the tide, and therefore carried her on; I then let go my starboard anchor put out a boat and sounded for better water but only found from 3 1/2 to 4 1/2 fathoms in all directions. At noon there was 9 feet of water, and I could see plainly that she would break up where she lay, at 3 p.m. I slipped my cable and let her drift in further to shoales waters, and she laid then easier. I then put out my boats put in water and provisions and made ready for any emergencies, the sick man was wrapped in blankets and placed in the bow of the boat.

The weather kept getting worse it was raining and blowing hard, wind was well to the North. Vessel had been laying over to port, but at 10 p.m. when she got the wind and tide on the same side she tumbled over to starboard, and laid almost on her beam ends. Forepart and afterpart of the deck-load the sea broke over, her Deck-lashing were bursting, and I expected Deck-load and rigging to go every minute; at midnight we took to the boats, 2nd Mate and two men in the small boat and 9 of us in the big boat.

For about half an hour, it was a case of struggle for life, as no one expected to live till day-light, the sea was breaking on the shoals and we could

hardly keep the boat from swamping.

About 1 p. m. we got in deeper water, got all the water out of the boat set the sails on the big boat took the small one in tow and steered for Shaweishan. Betwen 7 and 8 a. m. we were about 1 1/2 miles N. N. W. of Shaweiahan, tide against us wind very light but an ugly sea running, boat was taking in water continually. At 8 a. m. the steamer "Irene" came along bound North.

Captain Johns saw from the bridge that we were swamping and steered close to us and picked us up. The sea was very rough and while I was on the steamer's deck getting something rigged to hoist up, the sick man, the boat filled and capsized with 7 men in it. The officers of the "Irene" promptly put out a boat and every body was saved excepting our poor shipmate Johannesen with broken arms who sank immediately, the boat was not over 4 minutes at the ship's side. There was a steamer belonging to the same firm passing in and Captain Jones signalled and asked him to take us in but he refused.

The Captain of the "Irene" then landed us at Shaweishan. There we remained 2 days when the steamer "Haean" responded to the light house and sent us a boat and brought us in to Shanghai where we arrived at 6 p.m. on the 3rd July.

(Signed) C. Jensen,

Captain, "Carrier Dove"

*Capt. F. H. Wallace

[illegible] keep the boat [illegible] sampling.

About 2 p.m. we met [illegible] deeper water, put [illegible] the rest of the [illegible] on the log book. [illegible] took the small one to [illegible] and steered for Skaw [illegible]. Before [illegible] and 6 p.m. we were about 1 1/2 miles [illegible] of Skaw [illegible], like sailing in wind very light and [illegible] was running, coast was taking [illegible] quality. At 6 p.m. the steamer "Ivora" [illegible] Grand Ports [illegible].

Captain Todds saw from the bridge that we were sampling and stopped since to log and [illegible] us up. The sea was very rough and while I was on the steamer's rope ladder something slipped in boat by, like a log, the rope [illegible] and capsized with [illegible] in it. The officers of the "Ivora" promptly put out a boat and every body was saved, except the boy Schjoerts Mikkelsen [illegible] broken arms who sank immediately, the boat was [illegible] a minutes of the ship's side. There was a steamer following to the west from passing in and Captain Jones signalled [illegible] to take us in and [illegible].

The Captain of the "Ivora" then headed us [illegible] Skaw. There we remained 2 days while the steamer "Ivora" proceeded to the light house and sent us a boat and brought us in to Skagen where we arrived at 6 p.m. on the 2nd inst.

(Signed) S. Jensen.

Captain, "Dannebrog"

Shanghai, 13th July 1903.

To
The U. S. Consul General.

Report of the recovery of the Schooner "Carrier Dove" with portion of goods. C.Jensen, Master.

When I arrived here on July the 3rd 6 p.m., I went to my Consignees (Jardine Matheson & Co.) I stated my accident, sent for Loyds Agent, also for Agent representing the Company in which cargo was insured, but nothing definite was decided upon. I then went to the Tug Boat Company and engaged tug "Samson" to take me out to the Stranded Vessel and if possible bring her in. At 6 a. m. on the following morning July 4th I started off in the "Samson", arriving at the stranded Vessel July 5th 9 a.m. I sounded in all directions and found from 16 to 17 feet of water for about 3 1/2 miles. At extreme high water I put a hawser on board the schooner and pulled, but could not move her.

I then realized that it would be necessary to lighten the vessel and wait for spring tides, the range of tides having decreased considerable since the stranding of the Vessel.

At noon same day I started back for Shanghai, arriving here 7 p.m. On Monday 6th July I chartered a junk, engaged stevedore and coolies, put all necesaary apliances for rafting timber aboard the junk. My first officer and three of the crew went out there also. I then made a contract with the Tug Boat Company to tow out the junk immediately, and to send two tugs at spring tide to bring in the vessel and rafts if possible. On the 7th July at 3 p.m. the junk anchored close to the schooner and began rafting. The Chinese fishermen had stripped the vessel of everything moveable, besides about 75 mft of timber. Several rafts broke up, owing to rough water and

Memphis, 18th July 1923.

To
The U. S. Steam Vessel

Report of the recovery of the Schooner "Portia Dove"
with part of cargo. C.Young, Master.

Sir,
I have the honor to report that I was on July 11th 1923, I went to my Companies (Martin Harbour & Co.) I stated my decision, part for Jorda Agent, also the Agent representing the Company to which were insured, but nothing definite was decided upon. I then went to the Log Book Company and engaged tug "Samson" to take me out to the Stranded Vessel and if possible bring her in. At 6 a.m. on the following morning July 12th I started off in the "Samson", arriving at the stranded Vessel July 13th 9 a.m. I sounded in all directions and found from 12 to 17 feet of water for about 3 1/2 miles. At daybreak July 14th I put a lighter on board the schooner and pumped, but could not move her.

I then realized that it would be necessary to lighter the vessel and with the spring tides, the range of tides having decreased considerable since the stranding of the Vessel.

At once came day I started back for Memphis, arriving there 7 p.m. On Monday 16th July I chartered a lighter, engaged stevedore and coolies, put all necessary appliances for putting cargo aboard the lighter. My first officer and three of the crew went ashore also. I then made a contract with the Log Boat Company to tow the lighter immediately, and to send two tugs to assist in towing the vessel and cargo to Memphis. On the 17th [illegible]

strong current.

On Friday 10th 9 a.m. when the tugs "Samson" and "Victoria" arrived at the schooner, there was about 100 mft rafted. At 10.30 a.m. tugs began to pull and about high water she came off her rudder being unshipped we could not steer her, she took a big sheer and carried away port bowchuck seriously injuring one coolie, then the rafts began sheering about, and shortly after they broke adrift. The vessel being still in shoal water it was impossible to stop and pick them up. At 7 p.m. same day, she anchored close to "Drinkwater Point".

The following morning 6 a.m. hove up anchor and proceeddd to Shanghai arriving there at 3.30 p.m. moored the vessel securely alongside of Tong Ka Do Wharf.

(Signed) C. Jensen.
Master.

THE CARRIER DOVE.

Story of the Disaster.

The American four-masted schooner Carrier Dove, recently ashore on a bank north of Shaweishan, was towed into port on Saturday and is now lying off the Tungkadoo Dock, previous to being docked there. The reports as to the looting of her cargo by natives have been somewhat exaggerated. It is true that some of her cargo was looted by natives, but their depredations only extended to a small portion of the deck cargo. The C. M. S. Irene (Capt Johns), which arrived here from Newchwang and Chefoo on Saturday, furnishes us with the following report:—At 7.40 a.m., 1st July, the s.s. Irene, outward bound from Shanghai to Newchwang (position four miles N. of Shaweishan Island), sighted two boats waving signals of distress. She immediately bore down on them to render assistance, and when close to them stopped, the boats being brought alongside by their occupants. They proved to be the captain, his wife and 10 of the crew of the American schooner Carrier Dove, of San Francisco, 707 tons register, bound from Vancouver to Shanghai with a cargo of lumber, which had gone ashore 10 miles N.N.W. of Shaweishan Island. The work of getting the shipwrecked crew on board was rather difficult, owing to a moderate N.E. swell rolling in on Shaweishan Banks, which caused one boat to be upset, throwing four sailors into the water. Life buoys were thrown to them and one boat was launched and manned, and sent in charge of the second officer to rescue them. Three were saved by the life buoys, but the fourth sailor sank before the boat could get him, and although the boat cruised around for 15 minutes, no trace could be seen of his body. On the boat returning to the ship, it was learnt from Captain Jensen that the drowned man had fallen from aloft one month previous, and broken both his arms, and was thus prevented from making any effort to save himself. The Irene then proceeded to Shaweishan Island, landed the shipwrecked crew safely, and at 11.40 a.m. proceeded on her voyage. At 1 p.m. on the 10th inst., sighted the Carrier Dove in tow of two Shanghai tow-boats, and at 3.15 p.m. passed her, she being then six miles north of Shaweishan Island. She was apparently deep in the water, but her hull, spars and rigging were apparently all right.

AUG 29 1903 DEPARTMENT OF STATE
DEPT OF STATE AUG 29 1903 2ND ASST SECRETARY
CONSULAR BUREAU

No. 535

Ack. giving text of late instruction sent to our Consul not to interfere with slave agent course of procedure to be.

Consulate-General of the United States,

Shanghai July 25, 1903.

Mr. Gordon

To the Department of State.

Received Sept. 4/03.

Subject:

"Sedition" cases

Abstract of Contents.

Bringing history to date

INDEX BUREAU SEP 8 1903 FILED

No. 535

Consulate-General of the United States,

Shanghai, July 25th, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith copy of my No. 513 of this date to the U. S. Minister at Peking, bringing the hostory of the "sedition" cases to this date.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

No. 513

CONSULATE-GENERAL OF THE UNITED STATES

OF AMERICA.

SHANGHAI, July 25th, 1903 190 .

HON. E. H. CONGER,

E. E., AND M. P., U. S. A.

PEKING.

SIR:—

Continuing my Nos. 506 and 511 with regard to the "sedition cases", on July 20th the Taotai of Shanghai came to me with a letter conveying a telegram from the Viceroy at Nanking which strongly censured the Taotai for having entered into the agreement with the Consuls and threatened him with degradation from office unless he should at once get the six men and send them to Soochow for punishment. I asked the Taotai to come to a meeting of the Consuls the next day so that all the Consuls would understand the situation.

On July 21st the Taotai met with the Consular Body and said that the case had developed against the six men in a different way than had been expected; that he had made an agreement with us supposing that the men were only connected with the "SuPao"; that the preliminary examination developed three cases.

1- Two men were charged with writing, publishing, and circulating certain specified books advocating armed revolution against the present dynasty and the wholesale massacre of the Manchus. To this they pleaded guilty in the most defiant manner.

2- One man is charged with complicity in a conspiracy to burn Hankow and start a revolution in the fall of 1900. A warrant has been out continually against him since that time but this is the first time that he has been caught.

3- Three men are charged with being concerned with the publication of treasonable articles in the "Su Pao". These are supposed to be subordinates in the office. The owner and manager of the "Su Pao" escaped to Japan and, the Taotai said, the Peking Government is asking the Government at Tokio for his extradition. The Assistant Manager [redacted] escaped to Tisntao and the German authorities at that place are being asked to send him back. Two Editorial writers have escaped to Japan.

The Taotai said that the Peking Government had instructed the Viceroy at Nanking to demand the immediate delivery of all these prisoners; but that he would be content if we would deliver to him the two who have pleaded guilty in open Court; that they are Szechuan men who have come here to publish their revolutionary books in safety; that they are not journalists connected with the "Su Pao"; and that hence the agreement concerning the "Su Pao" does not apply to them. He asked that the established procedure be applied to their cases; and that, having had trial in open Court and having pleaded guilty, they be turned over to the Chinese authorities for punishment.

We told the Taotai that our hands were hardly free in the matter as the Chinese Government had already applied to some of the Ministers asking them to instruct their Consular representatives here in the matter and as under that demand some of the Ministers had called for reports. The Consuls who have sent reports could not take any action pending the instructions from their Ministers.

We agreed with the Taotai that we would at once wire the Doyen of the Diplomatic Body as from the entire Consular Body asking instructions. Accordingly on July 22nd I wired you in cipher as follows:

"For Doyen of the Diplomatic Body. Six Chinese arrested in Shanghai Settlements charged sedition. Local Chinese authorities agreed with Consuls trial should be in Mixed Court and punishment inflicted in Shanghai. At Preliminary hearing two pled guilty writing seditious books; one denied treasonable conspiracy at Hankow in 1900; three deny responsibility seditious articles in Supao. Viceroy Nanking repudiates agreement and demands delivery two who pled guilty to Governor of Soochow for punishment; others to have preliminary trial here and final decision later. Consular Body asks telegraphic instructions. American Consul has sent written reports to U. S. Minister."

Thereafter the story of the demand of the Chinese leaked out and the Shanghai Times and China Gazette were exceedingly violent in their comments, even advocating resistance if the Diplomatic Body should decide to deliver the men to Peking the Chinese. The Mercury and News and Press advise moderation. The Municipal Council has sent a telegram to the Doyen, which you have undoubtedly seen.

The Japanese Consul-General just came in to say that he had received a telegram from his Minister to the effect that there was a discrepancy between his accounts and mine in that the Japanese said that the Taotai made the agreement with the Consular Body, while I said that he made it with the British,

Japanese, and American Consuls General. I told him that it seemed to me that my despatch would be understood that the Taotai made the agreement with the Consular Body through the three named.

The German Consul General called last evening to say that his Minister had wired him to see me and to telegraph our joint opinion as to what should be done by the Diplomatic Body. I told Dr. Boye that I would not be willing to say any more, without a direct request from you, than that the delivery of the prisoners to the Chinese will mean a big row with the Municipality; and that the Ministers could judge better than we could what would be the result to our general interests in China should the demand of the Chinese Government be refused.

It is hinted about the streets that the prisoners will escape should the Diplomatic Body decide that they should be handed over.

I must say, confidentially, that I can see no valid reason why the two who have pleaded guilty should not be handed over to the Chinese Government; neither can I see any valid reason why the man who is accused of conspiracy in Hankow should not be handed over if a prime facie case is made against him. I do not find anything either in the Treaties or the regulations whereby the Shanghai Municipality has any jurisdiction over anybody. The Chinese are amenable to their laws and their Courts exactly as Americans are amenable to our laws and our Courts.

In 1898 we established the rule, to protect the reformers, that any one arrested in the Settlement should have a hearing in the Mixed Court before they were sent outside. Up to that time the warrant of the City Magistrate had been effective in the Settlements and men wanted by him had been taken into the old city on his warrant and without any trial in the Mixed Court. You will recollect that a year ago the Council tried to maintain that this also applied to men wanted by the French Mixed Court, to which contention the Consular Body and the Diplomatic Body did not agree. The two "book" men are not even Shanghai men but came here from Szchuan the to publish and circulate their Revolutionary books. They are exceedingly defiant. When one of them was asked in the Court in what year of Kwang-hsu he was born he replied that he was born in such and such a year after the birth of Confucius; that he would not recognize the alien dynasty even to the extent of using its years to count time. The books in question advocated armed revolution and the murder of the Manchus and applied the most degrading terms to the Emperor. Why should foreigners take such fellows under their protection and thus enable them to plot in safety against their own Government?

As to the genuine newspaper men I still believe, if the others are given up, that their punishment, if any can be carried out in the Settlements.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Secretary of State.
AUG 29 1903

Assistant Solicitor,
AUG 27 1903
Department of State.

Dear Mr. Adee:-

I agree, generally, with your views.

Under the rule established in 1898, as indicated by Mr. Goodnow, a Chinese person charged with crime outside of the settlement, as in the case of the Hankow man, would be heard before the Mixed Court, and upon the making out of a prima facie case would be handed over to the Chinese authorities to be taken to Hankow for trial and punishment. But it clearly appears that the charge against the Hankow man is a political one. Mr. Goodnow in his 315 to Mr. Conger states the charge as "complicity in a conspiracy to burn Hankow and start a revolution in the fall of 1900". In the printed report of the proceedings of the Mixed Court, enclosed in Mr. Goodnow's 532 to the Department, the charge against all the parties is specified as "sedition". On page 4 thereof the attorney for the Chinese Government says, referring to the Hankow man, "He is charged with being connected with the thwarted insurrection in Hankow in August, 1900", etc. I doubt the competence of the Mixed Court or the Consular Body to extradite a person charged with a political offense.

The case of the two book men from Szchuan, who are charged with seditious conduct in the Settlement, comes within the agreement of the Taotai for trial by the Mixed Court, the sentence of the Court to be carried out in the Settlement.

J.V.

Second Assistant Secretary's Room.

MEMORANDUM.

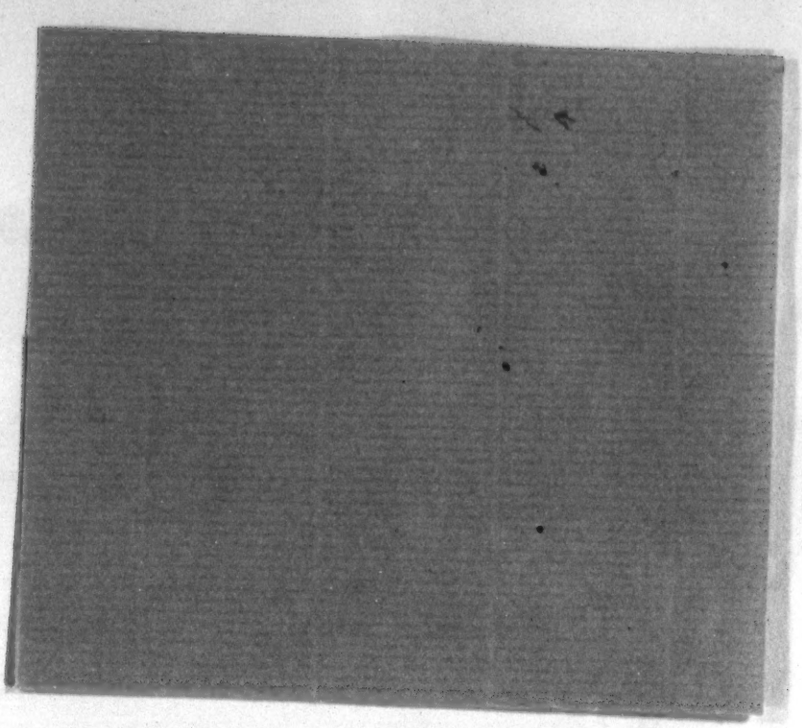
Aug. 26. 1903

Dear Van Dyne

I should like to have your views. I think:

1. The case of the Hankow conspirator is one for extradition, upon the evidence of the mixed court - with application of the rule of non-surrender of political offenders if the offence be found to be political.

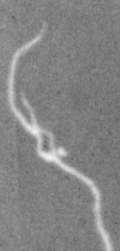
2. The two "book" men from Sz'chuan committed the offence



of publication and circulation of their seditious books in the Settlement, and their case stands on the same footing as the local Supao editors, namely, is triable by the Mixed Court under the agreement with the Taotai and is punishable in the Settlement. We can't interfere to set aside the agreed procedure.

But I would like to see what you think about it.

Yours



No. 44

INDEX BUREAU
RECD.
AUG 31 '03

CONSULAR BUREAU
NOTED

CONSULAR BUREAU.
AUG
31
1903
DEPARTMENT of STATE

Consulate-General of the United States,

Shanghai, July 29th, 1903.

Mr. John Goodnow,

To the Department of State.

Acknowledged Sept 4, 1903.

Subject:

marriage

Abstract of Contents.

Transmitting marriage certificate of Alys John Fricke and Gwendolen Nellie Elliott.

INDEX BUREAU
SEP 8 1903
FILED

No. 4

Consulate-General of the United States,

Shanghai, July 29th, 1903.

Honorable H. H. D. Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to enclose herewith to you marriage certificat of Alys John Fisher of Ackley, Iowa and Almeda Nellie Elliott of Memphis, Tenn.

I have the honor to be

Sir,

Your obedient servant,

Jas Goodnow

Consul General.

Form No. 87.

CONSULAR BUREAU. NOTED.

CERTIFICATE OF MARRIAGE.

Consular Office of the United States of America,

Shanghai China, July 27, 1903.

I, John Goodnow, Consul General of the United States at Shanghai, China, do hereby certify that, on this 27th day of July, A. D. 1903, at #18 - Peking road in the city of Shanghai, China, Alzo John Fisher, aged 26 years, born in Ackley Iowa, and now residing in Canton China, and Arminda Wells Elliott, aged 30 years, born in Merryall Penn., and now residing in Canton China, were united in marriage before me, and in my presence, by Rev. GF Fitch, who is authorized by the laws of Ohio, to perform such a ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this 27th day of July, A. D. 1903 and of the Independence of the United States the 127th.

[L. S.]

John Goodnow

Consul General of the United States of America.

Fee one dollar. To be issued in duplicate.

INDEX BUREAU
RECD
AUG 31 '03
DEPT OF STATE

No. =

CONSULAR BUREAU
AUG
31
1903
DEPARTMENT OF STATE

Consulate-General of the United States,

Shanghai Aug 3, 1903.

Mr. Goodnow

To the Department of State.

To the Press
Cutbd & to Treasury
C & L
Sept 17 '03.

Subject:

Stranding of the "Carrie Dow".

Arbs
Cases 96-7-8
April 7 '04
JM

Abstract of Contents.

Enquiries & findings.

File

INDEX BUREAU
JUN 23 1904
FILED

#5534 534

No. 1

Consulate-General of the United States,

Shanghai Aug 3, 1903.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate) a/a of the enquiry into the stranding of the "Carrier Dove" -

I am, Sir,

Your obd't servant

John Goodnow

U.S. C.G.

THE STRANDING OF THE CARRIER DOVE

An enquiry was held on Friday morning at the U. S. Consulate before Mr. John Goodnow and Captain Amesbury of the American ship Roanoake, when the testimony of Captain Jensen was taken which was corroborated by the chief mate, and it was further shown that the Captain had been on deck with the exception of two hours from the time of taking the last observation from 3 p.m. on the 28th, till 9 p.m., when the vessel struck. The light on Shaweishan is occulting, while the light on the Saddle Island is revolving.

The ship was drawing 18ft. 8in. and when she struck was in 4½ fathoms among heavy surf which caused the vessel to plunge up and down and so strike.

The following is the Captain's report of the occurrence:—

Shanghai, 7th July.

To the U. S. Consul-General, Shanghai.

REPORT OF THE VOYAGE AND STRANDING OF THE SCHOONER CARRIER DOVE.

C. JENSEN, MASTER.

On April 24th I sailed from Vancouver B.C. with a cargo of timber bound for Shanghai, light fair winds and fair weather were encountered the whole voyage with the exception of a few days off the Lind schoten Islands. On May 26th Seaman A. Johannsen fell down from aloft and was very seriously injured, both arms and jaw-bone were broken and one eye lost, besides numerous bruises and cuts on his face. The arms were set in splints and properly bandaged, and a cot made for him in the coolest places in the ship and everything possible was done for his comfort.

On June 23rd I entered the Eastern Sea passing between the Island of Sumage and Tokara at which place I ascertained the error of my Chronometer by cross bearings. The current was then setting to the E.N.E 1¼ miles an hour; after passing 126. 30 E. the current set to S.W. ¼ miles an hour. I had good observations until June 29th both a.m. and p.m. and found ¼ mile current was S.W., correct. From that time on I watched closely over every course steered to make sure it was made correct.

On June 30th, 4 a.m. civil time, I had the North Saddles Light bearing by my reckoning since last observation bearing S. W. distance 26 miles; a few minutes before 4 o'clock I sent the second Mate up aloft to see if he could see any light. He reported that he could just see a revolving light from the mast-head. At 4 o'clock I sent the Mate up to make sure that it was a revolving light. he also stated that it was a revolving light, and made out the bearing S. W. ¼ S.

The bearing and distance corresponding almost exactly with my reckoning, I felt sure of my position and put the ship on a course for Amherst Rock. I intended to run out my distance and bring to for a Pilot; at 9 30 a.m. she struck 12 miles N. W. of Shaweishan. The vessel was making then about 9 miles with all her sails set. The ship's head was W.N.W. wind about E. When I felt her touching I hauled her up to N N.E. she was then striking hard in 4½ fathoms. I then tried to put her in stays, but she would not stay. I lowered down all the sails thinking the tide would carry her off the bank as it was running to the E. and S. but the wind was stronger than the tide, and therefore carried her on: I then let go my starboard anchor, put out a boat and sounded for better water but only found from 3½ to 4½ fathoms in all directions. At noon there was 9 feet of water in the vessel and I could see plainly that she would break up where she lay. At 3 p.m. I slipped my cable and let her drift in further to Shaweishan and she laid then easier. I then put out my boats put in water and provisions and made ready for any emergencies, the sick man was wrapped in blankets and placed in the bow of the boat.

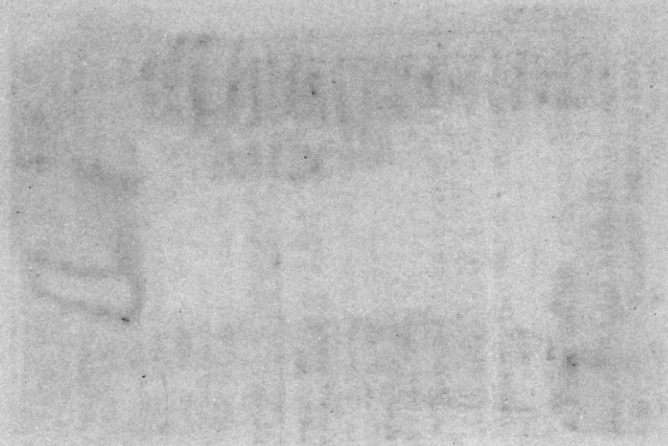
The weather kept getting worse; it was raining and blowing hard. wind was well to the North. Vessel had been laying over to port, but at 10 p.m. when she got the wind and tide on the same side she tumbled over to starboard and laid almost on her beam ends. Forepart and afterpart of the deck load the sea broke over, her deck-la hings were bursting, and I expected deck-load and rigging to go every minute; at midnight we took to the boats, 2nd Mate and two men in the small boat and 9 of us in the big boat.

For about half an hour, it was a case of struggle for life, as no one expected to live till daylight, the sea was breaking on the shoals and we could hardly keep the boat from swamping.

About one 1 p.m. we got in deeper water got all the water out of the boat and the sails on the big boat, took the small one in tow and steered for Shaweishan. Between 7 and 8 a.m. were about 1½ miles N.N.W. of Shaweishan, tide against us wind very light but an ugly sea running, boat was taking in water continually. At 8 a.m. the steamer Irene came along bound North.

Captain Jones saw from the bridge that we were swamping and steered close to us and picked us up. The sea was very rough and while I was on the steamer's deck getting something rigged to hoist up the sick man, the boat filled and capsized with 7 men in it. The officers of the Irene promptly put out a boat and everybody was saved excepting our poor shipmate Johannsen with broken arms who sank immediately, the boat was not over 4 minutes at the ship's side. There was a steamer belonging to the same firm passing in and Captain Jones signalled and asked him to take us in but he refused.

The Captain of the Irene then landed us at Shaweishan. There we remained 2 days when the steamer Haean responded to the lighthouse and sent us a boat and brought us in to Shanghai where we arrived at 6 p.m. on the 3rd July.



Finding of the Court.

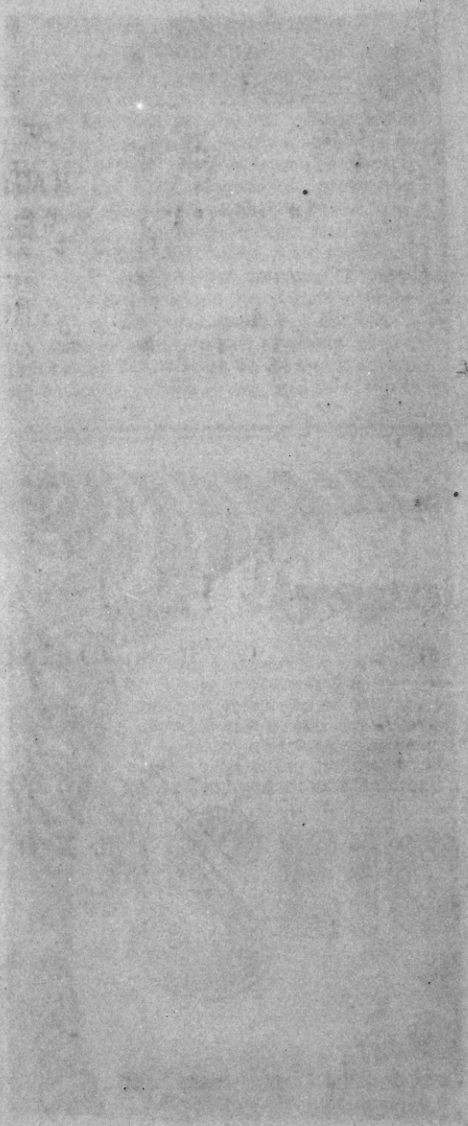
The finding of the U. S. Marine Court, which inquired into the stranding of the sailing vessel Carrier Dove, has been rendered as follows:—

The evidence before us shows that, as the Carrier Dove approached the shores of China after a prosperous voyage, observations were taken fixing her position up to June 28th at 3 p.m. None could be taken afterwards. By the Captain's calculations the North Saddles Light would be about 26 miles S. W. at daylight on the morning of June 30th. Shortly before 4 o'clock a.m. of that day, he sent the 2nd mate aloft, who reported that he could just see a revolving light in that direction. Not satisfied with this report, the Captain then put on all sail and headed his course as he supposed for Amherst Rock. At 9.30 a.m. the vessel struck 12 miles N. W. of Shaweishan. The crew were rescued by the Irene (Capt. Johns) with only the loss of one man and were brought to Shanghai from Shaweishan by the Haean (Capt. Wallace). Both of these Captains showed the helpfulness and kindness which is so characteristic of seafaring men.

It appears that both mates mistook the occulting light at Shaweishan for the revolving light at the North Saddles, an error the more natural as both are white lights and as it was in exactly the position relative to the ship in which the latter would be according to the dead reckoning.

We find that the Captain of the Carrier Dove used all reasonable caution to ascertain the ship's position and cannot be blamed for the stranding of the vessel.

John Goodnow,
Consul-General, U.S.A., Shanghai.
J. A. Amesbury,
Master Am. Ship Roanoke.
27th July, 1903.



282.

CHIEF CLERK,
AUG 14 1903
Department of State.

TELEGRAM RECEIVED IN CIPHER.

Shanghai.

From NAGASAKI,

August 13, 1903.

Received 11:59

Copy sent to Mr. Rockhill. C.C.

INDEX BUREAU RECD. AUG 14 '03 DEPT. OF STATE

Secretary of State,

Washington.

No penalty having been fixed yet in sedition cases by Mixed Court, the Viceroy claims he should fix and execute penalty. If penalty is imprisonment in settlement Mixed Court must designate prison.

GOODNOW.

INDEX BUREAU AUG 24 1903 FILED

hered by C.C's Office, August 14, 1903. 9:50

WASAKI.

August 13, 1903.

Received 11:59

Secretary of State,

Washington.

No penalty having been fixed yet in sedition cases by Mixed Court, the Viceroy claims he should fix and execute penalty. If penalty is imprisonment in settlement Mixed Court must designate prison.

GOODNOW.

C.C.'s office, August 14, 1903. 9:50

Consul General Goodnow's Telegram

August 13, 1903.

Dear Mr. Secretary:

I think Mr. Goodnow is absolutely right. He should use his best efforts to have penalty in these cases fixed by Mixed Court Magistrate and the imprisonment be in the Settlement.

W. W. R.

August 18, 1903.

Postal Telegraph Cable Co.

August 13, 1902.

Dear Sir:

I advise Mr. Bowman is absolutely right. He should not be let off via to have penalty in three cases filed by Postal Court Legislature and the Inspectors be to the Postmaster.

M. W. L.

Aug 14, 1902.

NAGASAKI, Shanghai.

August 13, 1903.

Received 11:59

Secretary of State,

Washington.

No penalty having been fixed yet in sedition cases by Mixed Court, the Viceroy claims he should fix and execute penalty. If penalty is imprisonment in settlement Mixed Court must designate prison.

GOODNOW.

C.C's Office, August 14, 1903. 9:50

CRANE'S
SCENIC
SERIES
OF
ALL LINEN

SOLICITOR'S OFFICE
AUG 7 1903

Dear Mr Adee:

I have given this matter careful consideration. Some days ago, Mr Rockhill talked with me on the question, and the conclusion reached was substantially in accord with this draft, except that the tradition treaty was not mentioned and nothing was said about further exclusion of Chinese laborers. Afterwards

GRANT'S
SCOTCH
LINEN

Gen Corse reported that difficulties might arise unless the accused Chinese were ^ handed over and her R- was impressed with Gen Corse's suggestion. The result is shown in Congress's present dispatch.

I think future difficulties can be avoided by the proposed exclusion from asylum. But I doubt whether the Chinese ^ now in our hands should be turned over unless their

GRAINES

ALL LINEN

guilt is shown. I would omit the words "and should commit the accused for surrender," thereby leaving the matter as it now stands, without dictating any course to be followed in that respect.

This Govt should not be disgraced, by becoming in any way party to, or by assisting in the Chinese barbarities; and in the light of the foregoing dispatch, I would and of the

CRANE'S

ALL LINEN

British precedent, I would not hand over the accused unless shown guilty of something more than heinous than political plots not involving crimes of assassination, murder & other common crime of deep dye. Why not instruct lawyers to refuse, in the light of the cruel punishment of Chin, to give the accused persons, (unless found guilty of crimes of the nature just mentioned) the

CRANES

ALL LINEN

options to be handed over
to the Chinese authori-
ties, or leave the Country,
by some safe exit?

Shiu would find the
matter, and under your
proposed instructions,
avoid further trouble.

W K P

No. 536

Consulate-General of the United States,

Shanghai Aug 17, 1903.

Mr. Goodnow

To the Department of State.

Approved & to Auditor Sept 17 '03

Subject:

Absence from Shanghai.

Abstract of Contents.

Left Shanghai Aug 8 1903 } health trip.
Ret'd to " " 16 "

asking approval

No. 536

Consulate-General of the United States,

Shanghai, Aug. 17th, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to report that, acting under the orders of a physician, I left Shanghai on Aug. 8th for Kobe, Japan; and, returning, reached Shanghai on Aug. 16th, having been gone from my post seven days.

As the trip was necessary for my health I ask your approval.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

No. 537

POLITICAL BUREAU
RECD.
SEP 16 '03
DEPT OF STATE

Consulate-General of the United States,

Shanghai Aug 17, 1903.

Mr. Goodnow

To the Department of State.

Subject:

Disp's #361

File

Abstract of Contents.

Statement of facts in re
Dunning vs Emery.

361 to 8

No. 537

Consulate-General of the United States,

Shanghai, Aug. 17th 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to acknowledge receipt of your No. 361 of July 15th, 1903, with regard to Mr. H. A. C. Emery, Vice-Consul and Interpreter at Chefoo, and a summons issued against him in Shanghai.

On May ~~the~~ 8th, 1903, Mr. E. H. Dunning, an American merchant, filed a petition for $20.30 Mexican against Mr. Emery on a bill for merchandise gotten during the months of March, April, May, and June, 1899, and interest thereon.

I am aware of the original jurisdiction of the U. S. Minister as given him in section 4109; but thought of Mr. Emery as Interpreter, which is not a Consular Officer. I was in error in not remembering that he was Vice and Deputy Consul. A summons was issued and sent to Mr. Emery at the Shanghai Club where he received it in person and acknowledged receipt in writing. Mr. Emery called at the Consulate; made no objection to the service or the jurisdiction; paid the amount which had been so long due to Mr. Dunning; and no costs were charged to him in the matter. In the case no injustice was done to Mr. Emery. He simply paid a bill that had been standing four years.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

I have to acknowledge receipt of your No. 101 -
of July 12th, 1909, with regard to Mr. T. C.
Henry, Vice-Consul and Interpreter at Charles-ton s
previous leave against him in Shanghai.

On May 4th, 1909, Mr. H. M. Hunting, an
American national filed a petition for [illegible]
Mr. Henry on a writ for wrongful [illegible] during
the months of March, April, May and June, 1909, and
interest thereon.

[illegible] aware of the original institution of
[illegible] to give him an earlier notice
that thought of Mr. Henry as Interpreter until he was
a complete stranger. I was in error in not reporting
both as Vice and Deputy Consul. A telegram was
framed and sent to Mr. Henry at the Shanghai Club
where he received it in person and acknowledged
receipt in writing. Mr. Henry called at the Consulate;
[illegible] no opportunity to discuss or the [illegible]
[illegible] matter which had been so long due to Mr.
Henry's [illegible] and no cause was charged to him in the matter.
[illegible] case no injustice was done to Mr. Henry. He
[illegible] paid, [illegible] had been standing four years.

Your obedient servant,

No. 538

Consulate-General of the United States,

Shanghai Aug 17, 1903.

INDEX BUREAU
REC'D.
SEP 16 '03
DEPT OF STATE

Mr. Goodnow

To the Department of State.

Subject:

A. Finkelstein

File

Abstract of Contents.

Report as directed in Dpts #359.

No. 538

Consulate-General of the United States,

Shanghai, Aug. 17th, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to acknowledge receipt of your No. 359 of July 9th regarding the citizenship of one A. Finkelstein, on which you direct me to make a report.

On March 13th, 1903, the man came to the Consulate and desired to be registered and to make application for a passport. He made oath that he was born in Philadelphia, Penn., and that his father, O. Finkelstein, lived at 350 Market street, Philadelphia. He signed the usual form of application for a passport and brought to identify him G. I. Sterling who kept the Travellers Hotel in Shanghai. The Travellers Hotel is a sailors hotel. Mr. Sterling had lived for a long time in Shanghai and, while not a gentleman in any sense of the word, had borne a good reputation in the Consulate for truthfullness. Mr. Sterling made affidavit that he knew Finkelstein in Philadelphia in 1882. Upon these sworn statements of Finkelstein and Sterling I forwarded the application as signed by them to the U. S. Minister at Peking. After I received Mr. Conger's despatch No. 1846 I sent for the two men who reaffirmed their oaths in the most solemn manner and made the statements quoted to Mr. Conger in my despatch of April 28th. I know nothing of

Finkelstein's moral character and only know of his residence in Shanghai that he lived at the Metropole Hotel and held himself out there as a travelling salesman. I did not and do not guarantee Finkelstein's statements; but took every care, in my judgment, to verify the same. I do not think that Finkelstein has been in Shanghai during the last three months and can not find out where he is. Sterling left Shanghai about the first of August and is reported to have gone via the Siberian Railway to the United States.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Cons'l
No. 539 Confidential

Ask file
W.R.

INDEXED
RECEIVED
SEP 16 '03
DEPT. OF STATE

Consulate-General of the United States,

Shanghai August 18, 1903.

Mr. Goodnow

To the Department of State.

Subject:

Shanghai - Customs
Sept 18/03

re political conditions in China

Abstract of Contents.

political conditions in.

No. 539 Confidential.

Consulate-General of the United States,

Shanghai, Aug. 18th, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

When Sir Ernest Satow, H. B. M's Minister to China, was in Shanghai about Aug. 10th, a Committee of the British Association presented him an address. No details have been given to the Public. The inspired articles in the newspapers say that this Committee in the course of its address mentioned the "International Settlements of Shanghai". Sir Ernest interrupted them and said "There are no International Settlements in Shanghai. The Settlements are British and American". I have no official confirmation of this; but the articles quoting it were evidently inspired, and the British newspapers say "Anglo-American Settlements" where previously they said "International Settlements". This has aroused the most intense feeling amongst the representatives here of the other powers, more especially as it comes in conjunction with the telegraphic statement that Mr. Balfour said in the House of Commons that the "Sedition" prisoners should not be given up; assuming that only the British authorities were to be consulted in the matter.

As a consequence the representatives of other nations are tentatively moving toward separate Settlements for their Nationals. Already the Germans

and Russians own extensive properties on the Pootung side of the Whangpoo River. While that territory is not within the corporate limits of Shanghai, yet the water frontage is all owned by merchants doing business in Shanghai and, practically speaking, it is a part of the International Settlements for business purposes.

It has been evident since 1900 that the local British are straining every nerve toward inducing or forcing their Government to declare this a British colony or an independent city.

When the socalled extension of the city was gotten from the Chinese in 1899, the addition to the Settlement was not gotten as an extension to the British and American Settlements but as a new and separate Settlement wherein people of all nationalities could reside, buy property, and build houses. Thus whatever the legal status of the original two Settlements, the 1899 addition is legally an International Settlement. This was made so largely through my efforts and the Department expressed its hearty approval of the result.

I have ventured to call your attention to this matter. While it may not develop into anything serious, the possibilities of trouble are great. It seems essential to the freedom of trade, and the integrity of China, that this Commercial centre of China shall remain an International Settlement and under the sovereignty of China.

Should further developments arise I will promptly inform you. I am sending a copy of this despatch to Minister Conger.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

No. 45

INDEX BUREAU
RECD.
SEP 26 '03
DEPT OF STATE

CONSULAR BUREAU.
NOTED.

Consulate-General of the United States,

Shanghai, August 18th, 1903.

Mr. John Goodnow,

To the Department of State.

ack
Oct 21 1903.

Subject:

marriage

Abstract of Contents.

Transmitting marriage certificate of Roscoe Adams Goodell and Elsie Berta Stock.

INDEX BUREAU
OCT 3 1903
FILED

No. 45

Consulate-General of the United States,

Shanghai, August 18th, 1903

Honorable W. W. Rockhill,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith a marriage certificate of Roscoe Adams Cordell of Chinanfu and Elsie Bertha Hook of Shanghai.

I am, Sir,

Your obedient servant

Wm Woodville

Consul General.

Enclosure: as above stated.

FORM NO. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU. NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA August 18th 1903.

I, John Goodnow, Consul-General of the United States at Shanghai, China, do hereby certify that on this Eighteenth day of August A. D., 1903 at Church of Our Savior in the city of Shanghai, Roscoe Adams Goodall, aged 25 years, born in San Bernardino, Cal. and now residing in Chinanfu, China, and Elsie Bertha Hook, aged 26 years born in Waterville N. Y., and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Archdeacon Thompson, who is authorized by the laws of Virginia to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this Eighteenth day of August, A. D. 1903, and of the Independence of the United States the 127th

John Goodnow

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

INDEX BUREAU
RECD.
SEP 26 '03
DEPT OF STATE

No. 540

Consulate-General of the United States,

Shanghai Aug. 24th, 1903

Mr. Goodnow

To the Department of State.

Subject:

"Sedition" cases

Ans Oct 2/03

Abstract of Contents.

Enclosing duplicate #545 to Minister Conger.

INDEX BUREAU
OCT 3 1903
FILED

No. 540

Consulate-General of the United States,

Shanghai, Aug. 24th 1903

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith a copy of my No. 525 of this date to the U. S. Minister at peking regarding the "Sedition" cases.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

525 Confidential +

Aug. 24th, 1903

I have to acknowledge receipt of your No. 2031 of Aug. 17th regarding the sedition" cases.

I have to report that the Taotai of Shanghai came to me unofficially on the 22nd in this matter. I told him that I could not advise him officially as you had informed me that instructions were on the way. I told him, however, that in my personal opinion the brutal treatment of the men at Peking would make it impossible for these men to be given up. I told him that it was no longer a question of Treaties, or right, or legality; but of humanity which had been outraged publicly at peking. He said that they had heard nothing from Peking in the matter for some time and that Chang Chih-tung had apprently ceased to interest himself in it. He thought that therefore a suitable arrangement could be made on the lines of our original agreement. He said that he would go to Wanking and advise the Viceroy to suggest and recommend to the Imperial Government that the case should be tried here in the Mixed Court by the Hsien (City Magistrate) that the three subordinates in the Supao should be dismissed as being only subordinates and sufficiently punished by their present detention; that the man wanted at Hankow should be tried and properly punished;

that the two men who have pleaded guilty should be sentenced to imprisonment for life in the Settlements; that the son of the Proprietor of the Supao should be sentenced to a few years imprisonment for falsely representing himself to be the proprietor and thus enabling his father to escape. I told him that life imprisonment seemed to me an extreme punishment. He argued that it was necessary as an example to the others, even if it should be understood that the sentence should be commuted later. He said that he would suggest this to the Viceroy as his own opinion of the feasible way out of the difficulty and would not say anything of his talk with me. I told him that I would send an account of the talk to you for your confidential information and would say to you that it seems to me the best way out of the trouble. I have talked with some of the Consular Body on these lines and they privately agree with me. As this is on the line of our instruction received from you to-day I hope it will commend itself to you.

Please consider this as entirely confidential; as the Taotai says that the only way to get the Viceroy to agree to this and to recommend it to the central Government is to put it forward as a purely Chinese idea.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

CONSULAR BUREAU
DIPLOMATIC BUREAU
Instruct Mr Goodnow in this sense.
Copy both to Mein Conger.
adg

Assistant Solicitor,
SEP 29 1903
Department of State.

Dear Mr. Adee: Smith Cover.

The matter appears to be working out satisfactorily. I do not know that this government could object if the mixed court imposes a sentence of life imprisonment, to be served out in the settlement, upon

the two who plead guilty, but we cannot assume pretend to interfere with the judicial independence of the Court by suggesting the type and measure of the punishment to be pronounced against the persons who may be convicted. All that this Dept can do is to repeat what was said in the telegram of August 15th to Mr Conger, (quote) as to the appropriateness of a deterrent sentence so that there may be no imputation of a failure of justice in the premises.

The copy back to Mr. Conger.

A A B

Consular Bureau.

MEMORANDUM.

INDEX BUREAU
REC'D
SEP 21 '03

No. 541

Consulate-General of the United States,

Shanghai Aug 26, 1903.

Received Sept 24. 1903.

Mr. Goodnow

To the Department of State.

Subject:

Specific tariff. J. J. A. Sherretts
Dec 7/03.
See 557 Oct 31/03
from Shanghai

Abstract of Contents.

Changes desired by French - from Shanghai

INDEX BUREAU
SEP 28 1903
FILED

No. 541

Consulate-General of the United States,

Shanghai Aug 26, 1903.

Honorable H. H. D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith the letter of the Chinese Tariff Com^rs asking your consent to certain changes proposed by the French Com^rs in the specific tariff.

I have replied to the Chinese Com^rs that I have referred their letter to you for instructions

I am, Sir,

Your obd^t servant

John Goodnow

C.G. U.S.A.

Treaty Commissioners, Lu, Sheng & Wu.

to

Treaty Commissioners, Goodnow & Seaman.

Re Modifications in Revised Import Tariff.

In a communication from Commissioners of Customs, Hippisley and Taylor, who also assist us in the revision of the Commercial Treaty, there are the following statements.

"At the time when negotiations were carried on with the Treaty Powers, the French Treaty Commissioner-the Consul General for France, who was present during the negotiations which had severally been agreed upon, suddenly said, that he had received instructions to the effect, that the new tariff should be sent to his Government for approval, when, if the tariff was found to be really fair, his Government would give its assent and confirm the same. For this reason, the French Commissioner did not sign at the time the other nationalities affixed their signatures. Several months went by and the matter was not brought up until Your Excellencies had in a despatch urged that this matter be promptly attended to. Thereupon on the 30th of the 2nd moon of the current year, the French Commissioner sent a memorandum of the proposed modifications in the tariff, consonant with instructions from his Government, (a copy of which we made at the time) criticising each item where the duty was proposed to be lowered. There were several discussions over the subject. Not until the 28th of the 3rd moon did the French Commissioner consent to forward for approval to his Government, these items which had from time to time been discussed.

Three months more elapsed without getting a reply. Whereupon the request was made for an answer by telegram. On the 7th of the current moon, the letter of instructions came to hand, but there remained still some points which had not been cleared up, which entailed further discussion which was final.

The result of these negotiations, we beg to send Your Excellencies itemized on a separate sheet.

Below we give the articles on which the French Government requests modifications in the tariff.

No. 14. No change to be made in tariff on Potted tongues, classed under sugar, wine, fruits & eatables.

No. 4. Under Miscellaneous articles: No change to be made in tariff on Asiatic coke.

No. 1. No change of tariff to be made on olive oil, classed under oils, wax, alum & sulphur.

No. 14. Under sugar, wine, fruits & eatables, the specific duty in the new tariff on Margarine was fixed at Tls. 1.40 per picul.

It is now proposed to make the following change.

Duty on Margarine, packed in tins or jars Tls. 1.40 per picul.

" " " in kegs 5% ad valorem.

No. 6. Calendered or sized paper, classed under paints, glue, varnish & paper, was in the new tariff to pay specific duty of Tls. 0.70 per picul

uncalendered " " 0.30 " "

writing or foolscap " " 1.20 " "

It is now proposed to have it changed to 5% ad valorem, and to levy duty on paper, calendered or uncalendered, at 5% ad valorem.

No. 12. Plain silk ribbon, all silk and mixtures classed under silk piece goods - in the new tariff were fixed to pay Tls. 0.25 per catty

Figured or brocaded .70 " "

Mixtures, plain. .25 " "

" figured. .50 " "

It is now proposed to levy 5% ad valorem on all silk piece goods whether plain or brocaded.

These proposed modifications are now brought before Your Excellencies for an expression of your opinion thereon, whether you consider them satisfactory or otherwise.

We hope that you will communicate with the British, American, German and Japanese Commissioners who have already signed the Tariff Treaty and ask them promptly to consent to these modifications, in order that a date can be fixed with the French Tariff Commissioner for signing the same in your presence and to complete this business.

At the time the new tariff was agreed on, it was announced that hereafter, whenever changes were proposed, enquiry should first be made to ascertain if all would give their consent. In the present instance, the French Government having made changes, we ought to act consonantly with the foregoing and save objections being raised later on!"

We find that the request by the French Government for modifications in the Tariff on various articles, is still on the basis of the Protocol, and the request to make the change to a duty of 5% ad valorem we consider reasonable; but having some time ago received a despatch from the British, American, German and Japanese Tariff Commissioners to the effect that some governments had not yet sent their representatives to sign the Tariff and

that if changes were proposed by any nationality in the new tariff regulations, they (i.e. Those Commissioners) expect to be notified beforehand that only after their respective governments had given their consent to such change could the same be granted.

We therefore, first of all, desire to send this despatch to Your Excellencies, that you may at your earliest convenience consider this matter, and send us a reply, in order that we may fix the date on which the French Tariff Commissioner may sign.

A necessary despatch.

Dated the 28th of the 6th moon, 29th year of Kuanghsu.

(August 20th, 1903.)

Translated by

Stephen P. Barchet,

U. S. Interpreter.

MODIFICATIONS IN REVISED IMPORT TARIFF INTRODUCED AS RESULT OF NEGOTIATIONS WITH FRANCE.

.....

Name of Article. English,	Chinese,	Tariff Unit & Duty. Per	Hk.Tls.
or-			
Margarine, in tins, jars or kegs.	假奶油	Picul	1.400
Paper, printing, calendered --- and --- sized	磨過印字紙	"	.700
" " uncalendered or unsized	未磨印字紙	"	.300
" writing or foolscap	寫字紙	"	1.200
Silk Piece Goods, all silk (including Crape), plain.	無織花之綢緞	Catty	.325
" " " all silk (including Crape), figured or brocaded.	有織花之綢緞	"	.700
" " " Mixtures, plain.	無織花之絲羣雜質綢之	"	.250
" " " " figured or brocaded.	有織花之絲羣雜質綢	"	.500
" Ribbons, all silk & mixtures	欄杆綫帶	"	.550
ead-			
Margarine, in tins or jars	假奶油裝鐵裝瓶者	Picul	1.400
" (bulk), in kegs	假奶油裝木桶者	Value	5 per cent
Paper, printing	印字紙	"	"
" writing	寫字紙	"	"
Silk Piece Goods, all silk, plain, figured or brocaded.	有無織花之綢緞	"	"
Silk Piece Goods, mixtures, plain, figured or brocaded.	有無織花之絲羣雜質綢	"	"
Silk Ribbons, all silk & mixtures	欄杆綫帶	"	"

Second Assistant Secretary's Room.

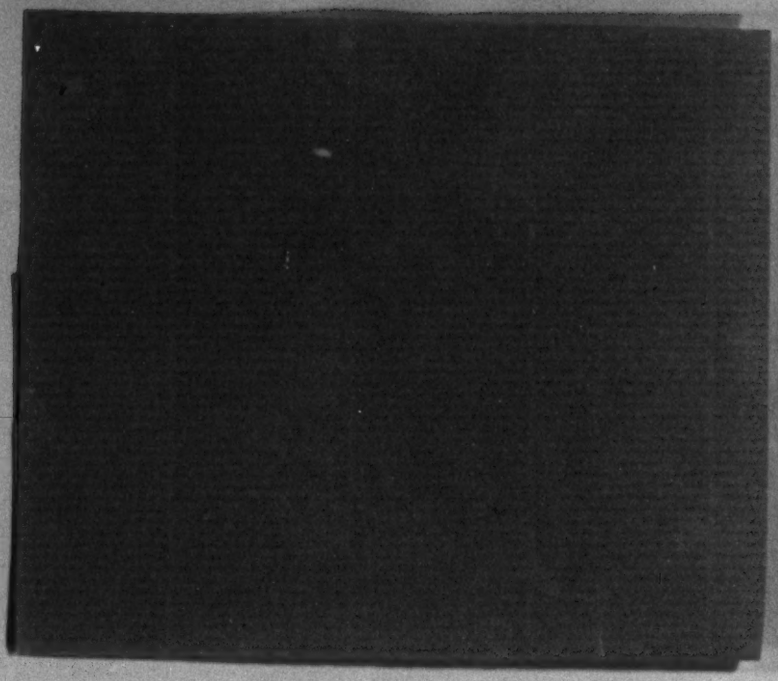
MEMORANDUM.

Sept 22, 1903

Dear Rockhill:

This is so technical that I send it to you.

A. A. G.



BUREAU OF THE AMERICAN REPUBLICS
MEMORANDUM

Mr. Goodnow's No. 541.

Dear Adee:

If the modifications made by the French do not conflict with the rates agreed upon with the Chinese by Mr. Sharretts last winter, I suppose they can be accepted.

Mr. Goodnow in his No. 524 forwarded to the Department a list of articles added by the Russian and Italian Governments to the new tariff. We told Goodnow to accept them if they were accepted by all the other Powers signatory to the recent revised tariff. I think the same instruction might be given him now as regards these new changes, with the understanding, of course, that they don't conflict with any of our interests.

W. W. Rockhill

September 23, 1903.

CONSULAR BUREAU
OCT
5
1903
DEPARTMENT OF STATE

UNDER A BUREAU
RECD.
OCT 5 1903
DEPT OF STATE

No. 542

Consulate-General of the United States,

Shanghai Sept 1, 1903.

DEPT OF STATE
OCT
6
1903
2ND ASST SECRETARY

CONSULAR BUREAU

Ack with approval. The amends made and promised by the Magistrate appear to be satisfactory.

CONSULAR BUREAU
OCT
1903
DEPARTMENT OF STATE

Mr. Goodnow

To the Department of State.

Subject:

Illegal arrest of two consular servants.

Ans Oct 8/03

Abstract of Contents.

My letter demanding satisfaction.
Reply promising it.

UNDER BUREAU
OCT 5 1903
FILED

No. 542.

Consulate-General of the United States,

Shanghai Sept 1, 1903.

Honorable H.A.D. Pierce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith
1 copy of my letter to the Shanghai Hsien
demanding satisfaction for the illegal
arrest of two servants of the Consulate:
& his reply agreeing to my demands.

I hope for your approval.

I am, Sir,

Your obedient servant

John Goodnow

C.G. U.S.A.

Shanghai, August 29th 1903.

To H. E. Wang,

City Magistrate,

Shanghai.

Sir:-

On August 27th, Lee Sze Ching (李錫卿) a servant in this Consulate was seized by Ze Ching Yuan (徐正源) and Sho Sze (沙四) and others whose names I do not know. These were all runners of your Yamen. About the same time Fong Yungsung (方榮生) my letter carrier who was taking a letter from me to the Taotai of Shanghai was also seized by these same Yamen runners. My letter to the Taotai was torn open by these fellows.

As soon as I heard of this, I immediately sent Dr. Barchet, my Interpreter, to demand that the men should be given up to him, as illegally seized. He found that the men were not in your Yamen but were being kept in custody outside. After considerable delay and attempt at evasion by the people in your Yamen, the prisoners were given up to him.

No one knows better than Your Excellency does that you should not arrest my servants without my consent. Especially flagrant is the offense of seizing the letter carrier while carrying my letter to H. E. the Taotai, and opening the letter.

I must demand in satisfaction of this insult, that you, as soon as your health will permit, will call on me and make a formal apology. Also that you will punish the offenders in a way which will be satisfactory to me and that the punishment will be carried out in the presence of my representative. An immediate answer is required.

I am, Sir,

Your obedient servant,

(Sgd) John Goodnow,

Consul General U.S.A.

Shanghai, August 27th 1900.

To H. B. M.

Grey Mansions,

Shanghai.

Sir:-

On August 27th, Rev. Mr. Chang (張先生) servant to this Consulate was seized by Tu Chang Tsun (杜長春) and Sun Wan (孫萬) and others whose names I do not know. These were all members of Yehe Yamen. About the same time Yang Yungtang (楊永堂) my letter carrier was taking a letter from me to the Taotai of Shanghai was also seized by these same Yamen runners. My letter to the Taotai was torn open by these fellows.

As soon as I heard of this, I immediately sent Mr. Bernel, my Interpreter, to demand that the men should be given up to him, as illegally seized. He found that they were not in Yehe Yamen but were being kept in custody outside. After considerable delay and attempt at evasion by the people in Yehe Yamen, the prisoners were given up to him.

To one knows better than Your Excellency does that you should not arrest my servants without my consent. Especially flagrant is the offense of seizing the letter carrier while carrying my letter to H. E. the Taotai, and opening the letter.

I must demand in satisfaction of this insult, that you, as soon as your health will permit, will call on me and make a formal apology. Also that you will punish the officers in a way which will be satisfactory to me and that the punishment will be carried out in the presence of my representative.

I am, Sir,

Your obedient servant,

(Sgd) John Fowler.

Consul General U.S.A.

Shanghai Magistrate to Consul General Goodnow.

Sir:-

I beg to acknowledge receipt of your despatch of even date which makes me feel ashamed of myself. I regret exceedingly that one of my runners Hsu Ching Yuan and a Ti-pao should have had the impertinence to tear open a public document from Your Honour.

On reading the despatch, I ordered at once those men to be arrested and locked up. As soon as I am well again, I will come to your Consulate to apologize to you in person and to consult with you as to the adequate punishing of the offenders.

With compliments.

Card of Wang Shai Hsien.

Dated the 7th of the 7th moon,

August 29th 1903.

Telegram Declaring Be Cereal Our Last Goodbye.

Sir:-

I beg to acknowledge receipt of your despatch
of even date which makes me feel ashamed of myself.
I regret exceedingly that one of my remarks has given
rise to a difficulty that has the appearance to
keep open a public account from Your Honour.

On reading the paragraph, I observed at once
there seem to be arrested and locked up. As soon as
I am well again, I will come to your Commissariate to
explore to you in person and to consult with you on
the [illegible] pudding [illegible]

With compliments.

Yours Of Very Shat Helen.

Date this 7th of the 7th month.

August 29th 1903.

No. 543

INDEX BUREAU
RECD
OCT 19 1903
DEPT OF STATE

CONSULAR BUREAU.
OCT
5
1903
DEPARTMENT of STATE

Consulate-General of the United States,

Shanghai Sept 1, 1903.

CONSULAR BUREAU.
OCT
5
1903
DEPARTMENT of STATE.

Mr. Goodnow

To the Department of State.

Subject:
American volunteers
in Shanghai

J. Ward Oct 7/03

Answered 23/03
To China
Oct. 24, 1903
File

Abstract of Contents.

Enclosing letter from Municipal Council -

INDEX BUREAU
OCT 29 1903
FILED

No. 543.

Consulate-General of the United States,

Shanghai Sept 1, 1903.

Honorable N.N.D. Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith copies of two letters from the Shanghai Municipal Council asking recognition of the volunteers who served during the period of the Boxer uprising in 1900. Other Governments have presented medals. As an efficient volunteer corps is essential to safeguard our peace in Shanghai, I would respectfully recommend that you give some recognition to the men on the lists enclosed.

I am, Sir,

Your obedient servant

John Goodnow

C. G. U.S.A.

Memphis July 21

A. M. Reeves

No. 03/114.

Council Room,

Shanghai, 28th February, 1903.

Sir:-

I have the honour to inform you that the Governments of Great Britain, Germany and Japan have been pleased to recognise the services rendered to the community of Shanghai by the Shanghai Volunteers in 1900, by conferring war medals upon Volunteers of their respective nationalities who were at that time members of the Corps. As the Shanghai Volunteer Corps is a cosmopolitan body, whose membership includes representatives of almost all the foreign powers, it has occurred to the Council that other Governments might see fit, if the matter were brought to their notice, to make some similar recognition of the services rendered by their subjects and citizens.

With this in view, the Council has decided to forward to each Consular representative concerned a list of the names of his nationals who were members of the S. V. C. between 10th June and 18th August 1900. I have therefore the honour to enclose the list containing the names of the American citizens on the roll of the Corps during that period.

I have the honour to be,

Sir,

Your obedient servant,

(sgd) Wm. Geo. Bayne.

Chairman.

J. Goodnow, Esq.,

Consul General for the United States,

Shanghai.

S. V. C.

Roll of American citizens who served in the S.V.C. from 10th June to 18th August 1900.

Gunner Landers H.F.

Trumpeter Bennett G.P.

Pte. Hykes A.B.

C. Sergt. Van Bergen. Esq.

Pte. Edwards H.

" Sprague H.M.

" Thompson H.M.

" Williams A.

" Bitter J.

" Flood J.

" Hunt R.H.

" McMichael J.H.

" Viloudaki M.

" Viloudaki N.

UNICIPAL COUNCIL
2 Mch...
CRETARY'S OFFICE.

S. V. O.

Roll of American citizens who served in the S.V.O. from 10th June to 10th August, 1900.

Bonner Landers N.Y.

Carpenter Bennett O.P.

Fox. Hylan A.B.

G. Berry. Van Burgen.

Fox. [illegible] H.

" Burgess H.H.

" Carpenter H.M.

" Williams A.

" Miller C.

" Flood L.

" Hunt R.H.

" Holloway W.H.

" Vilcowski P.

" Vlcoupski R

No. 03/476.

Council Room,

Shanghai, 7th August, 1903.

Sir:-

With reference to my letter of the 28th of February last on the subject of Government recognition of Volunteer service during 1900/1, I have the honour to enclose a list of the members of the American Company, especially enrolled at that time, and to request your good offices in forwarding this list to Washington, with a similar representation to that made in respect of the American regular members of the local Volunteer Corps.

I have the honour to be,

Sir,

Your obedient servant,

(sgd) Wm. Geo. Bayne,

Chairman.

J. Goodnow, Esq.,

U. S. Consul General,

Shanghai.

No. 0/370.

Bangkok, 7th August, 1941.

Sir:-

With reference to my letter of the 26th of February last on the subject of Government recognition of Rotorua service during 1940/41, I have the honour to enclose a list of the members of the American Contingent, especially enrolled on that line, and to request your good offices in forwarding this list to Washington, with a letter representation to that made in respect of the American Medical members of the Local Volunteer Corps.

I have the honour to be,

Sir,

Your obedient servant,

(sgd) Wm. Dec. Beam.

Wm. Dec. Beam.

The Secretary of State,

U. S. Consular Service,

Washington.

Roll of the American Rifle Company N.V.G. Shanghai.

F.R. Haskell	Captain
P.S. Jaudett	1st. Lt.
M. Warner	2nd. Lt.
Geo. A. Derby	Color Sergt.
R.A. Goodsell	Sergt.
A.K. Henning	"
H.S. Febes	" (deceased)
C.F. Pendby	Corp.
H.R. Gibson	"
E.P. Allen	"
E.P. Lowry	"
G.H. Reil	
J.M. Blain	
J.W. Bradley	
J.R. Brown	
E.E. Bryant	
W.B. Burke	
B.A. Berry	
L.A. Chey	
Wm. Cohen	
J. Deely	
W.H. Dyer	
H.A. Daly	
T.F. Earle	
E.D. Eubank	
G.E. Emmett	
Fred. Fisher	
A. Flinch	
C.B. Fowler	
E. Fox	
A.E. George	
C.F. Greenwood	
J.C. Garrett	
C.H. Hutchins	
W.D. Hills	
E.F. Hazelton	
W.C. Hall	
J.C. Hendry	
F.W. Irvine	
V.G. Lyman	
J.R. Leman	
H. Landers	
R.E. Lewis	
C.V. Marshall	
J. Moore	
W.E. Nance	
A.J. Osgood	
J. Olmstead	
R.A. Porter	
H. Pertusch	
E. Pilley	
C.R. Roach	
A.E. Ross	
A.W. Stewart	
Chas. Surfert	
Geo. Sterling	
J.D. Swezick	
J.E. Woods	
H.P. Williams	
E. Williams	
C.E. Williams	
F.E. Wilkinson	
A.H. White	
W.H. Venable	
J.J. Brenneman	

F.H. Hendall	Corp.
F. Jacobs	Pte.
H. Warner	Pnr. R.C.
Geo. A. Derby	Color Serg.
T.A. Goodsell	Serg.
A.C. Hennig	"
H.G. Poser	" (deceased)
C.F. Ponsby	Corp.
H.K. Gibson	"
R.P. Allen	"
F.T. Lowry	"
G.H. Bell	
J.M. Blair	
J.W. Bradley	
J.E. Brown	
M.K. Bryant	
W.P. Burke	
B.A. Berry	
L.A. Choy	
Wm. Cohen	
J. Daly	
W.K. Dun	
H.A. Daly	
T.F. Eagle	
E.J. Fuhrer	
G.H. Haycock	
Fred. Flatter	
A. Flinch	
C.B. Fowler	
K. Fox	
A.W. George	
C.F. Hemmond	
J.C. Gaynor	
C.H. Hamilton	
W.D. Hall	
F.F. Hagel	
W.G. Hall	
J.C. Hardy	
P.W. Irvine	
T.G. Ingram	
F.T. Ingram	
H. Rogers	
E.E. Lewin	
S.V. Marshall	
J. Mong	
W.E. Munn	
A.J. Osgood	
J. Olmstead	
F.A. Porter	
H. Pertmann	
F. Pilley	
C.E. Rough	
A.G. Ross	
A.W. Stewart	
Thos. Butler	
Geo. Hazelrig	
J.D. Stanwick	
J.E. Jones	
F.T. Williams	
H. Williams	
C.L. Williams	
C.H. Williamson	
A.H. White	
W.H. Venable	
J.J. Brennan	

INDEX BUREAU
RECD.
OCT 5 1903
DEPT OF STATE

OCT 5 1903
DEPARTMENT of STATE

No. =

Consulate-General of the United States,

Shanghai Sept 3, 1903.

Mr. Goodnow

To the Department of State.

Subject:

Inquest

Ans by forder Oct 13/03

Inquest regarding the Contract of Contents.
death of Edna May Baker

INDEX BUREAU
OCT 14 1903
FILED

No. =

Consulate-General of the United States,

Shanghai Sept. 7, 1903.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate)
a/c of inquest on Ida May Baker +

I am, Sir,
Your obedient servant
John Goodnow
C.G. U.S.A.

INQUEST AT THE U. S. CONSULAR COURT.

Shanghai, 20th August.

Before JOHN GOODNOW Esq., Consul-General, (Acting Judicially), and Messrs. R. F. GRAY, L. LADOW, and H. K. STRUVE (Jurors).

RE THE DEATH OF IDA MAY BAKER, OTHERWISE MADELEINE BOYD.

There was a preliminary inquiry on the previous morning, when the jury viewed the body at the General Hospital.

Dr. Ransom, (U. S. Medical Officer) now said that he had made a postmortem examination of the body, which he found to be that of a woman about 2[illegible] years of age, well nourished and with all her organs in a perfectly normal state, except the stomach and the interior of the mouth, where he found signs of extensive burning, quite characteristic of carbolic acid poisoning. This was undoubtedly the cause of death. There were no signs of external violence on the body.

His Honour said that, in examining the body, the jury and himself had seen the signs of extensive burning that Dr. Ransom had spoken of. Several witnesses were to have been present to testify as to the actual death, but owing to a mistake as to the time, the inquiry would have to be adjourned. Two letters had been left behind by the deceased. In a letter to her sister she hinted rather than said that she was going to commit suicide, but in neither letter was any motive mentioned, and the letters need not come before the jury.

The Court adjourned till the afternoon.

The Court re-assembled at 2 p.m.

Dr. J. W. Jackson, sworn, said that at about 9 p.m. on the evening of the 18th he was called to see the deceased. He went round to her house and found her in a comatose condition, with her mouth showing signs of having swallowed carbolic acid; the room smelt strongly of that substance. Witness went home and got his stomach pump, and washed her stomach out. It was just about 9 p.m. when he first saw her. He was with her from that time until she died. She was partly conscious. Witness was certain that her death was due to carbolic acid. He had her removed to the hospital after he had used the stomach pump, and she died almost immediately she got there.

Miss A. Thomson said that about 8 p.m. that night deceased sent for her. Witness went to see her and when she got to her room, deceased gave her a package which contained a present which she had got for witness's birthday. Witness thanked her, and deceased kissed her. Witness then left the room. She asked witness to come and see her again, and she promised to do so. At about 8.30 witness passed her room, and called out but received no answer. That was during dinner time. Witness told one of the women downstairs about it. They went up shortly before nine and called but received no answer. Witness got into her room by the window, and noticed a strong smell of carbolic acid. She saw deceased, who held up her hand and fell across the bed. There were two bottles of carbolic acid in the room, one large, the other small. Witness thought that deceased had drunk out of them. When she had seen her before deceased appeared perfectly sober. When she gave witness the package she said good-bye and wished her all sorts of good luck. Witness asked her why she did not keep it and give it her on the morrow, and she said "Oh no, take it now."

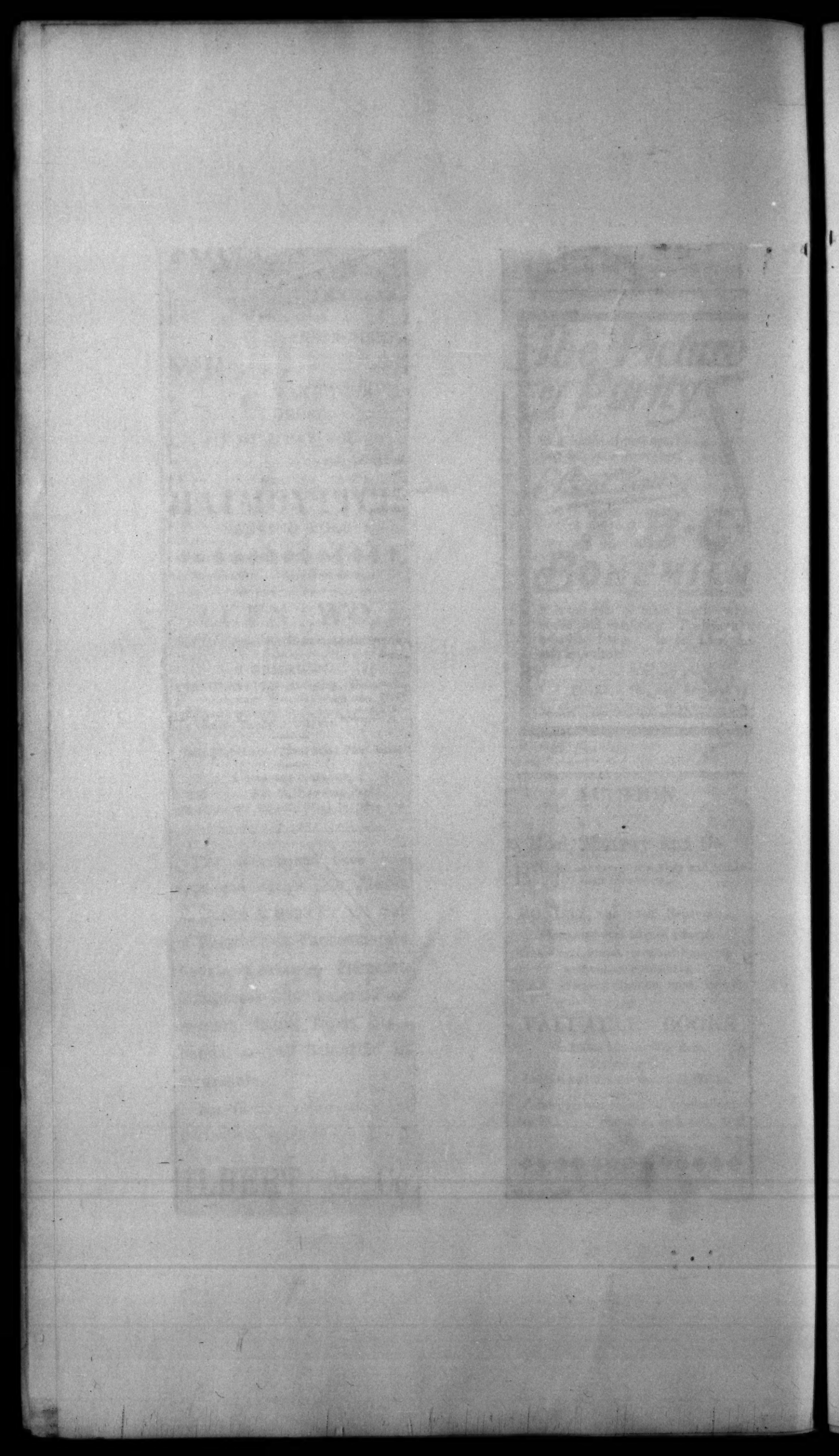
Miss Irene Christian, said that she was dressed for dinner when deceased asked to see her. She went to Miss Boyd's room, and the latter seemed very sad. They had a drink together, and deceased kept sobbing. She walked over to the desk and started to write a chit. Witness was going when she called her back, and said "You won't go without saying good-bye to me." Witness went over and kissed her. Deceased gave her a small purse, and said that everything else would belong to her sister. It did not strike witness at the time that deceased intended to do anything to herself.

Miss Anna Ballard, said that she saw deceased when she came home, about 7 p.m. When she left her she said good-bye. She never said anything about doing away with herself, or gave any hint that she would do so. Witness found the carbolic bottles which were in the Jury's possession.

Dr. Jackson said that deceased died about 9.30 p m.

Deceased's sister said that deceased was born in Kentucky, and was 23 years old on the 31st of July last.

The Court found that death was due to carbolic acid poisoning, and that the carbolic acid was taken of her own free will with suicidal intent.



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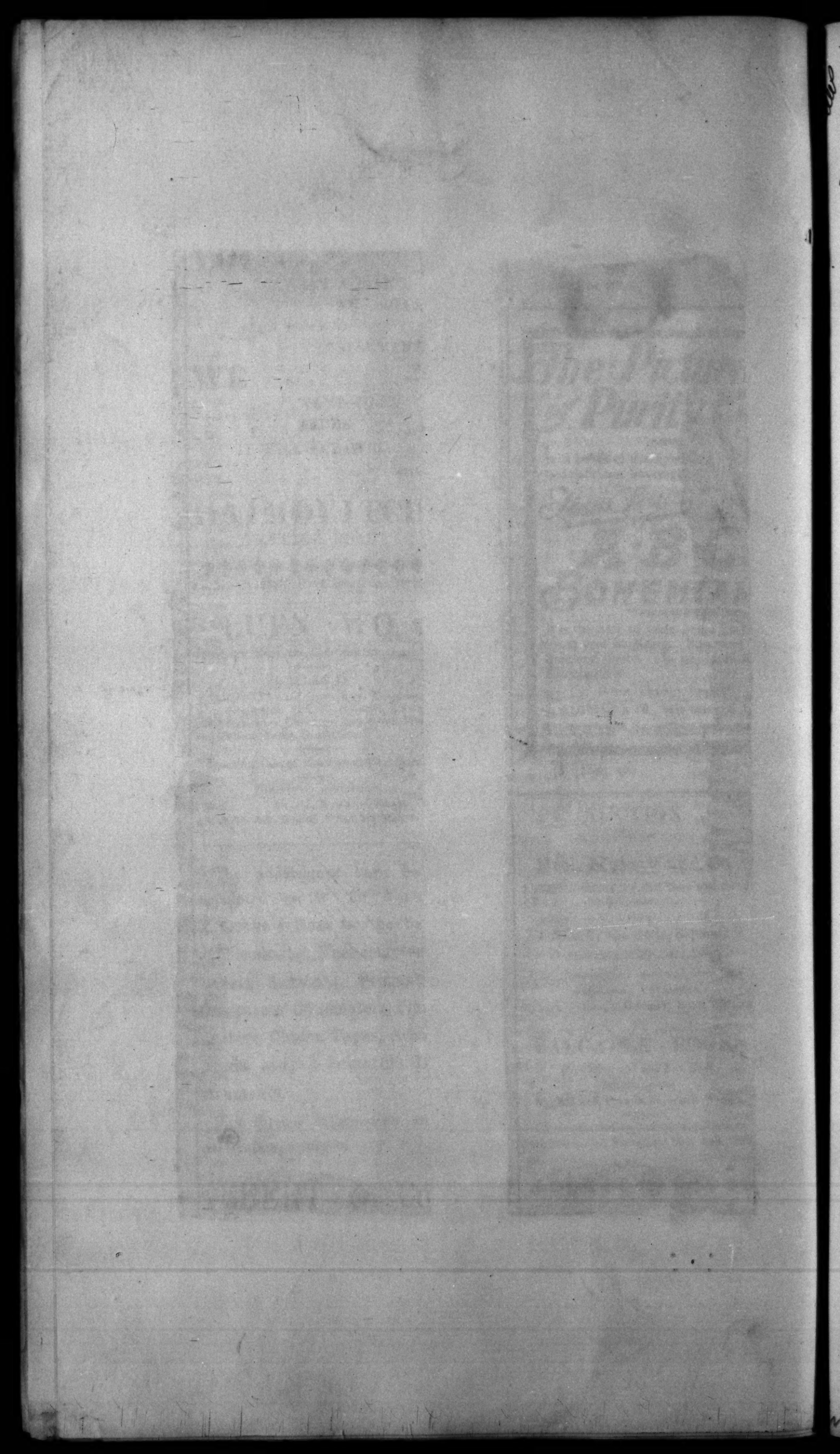


No. 544

CONSULAR BUREAU
OCT
13
1903
DEPARTMENT

Consulate-General of the United States,

Shanghai Sept. 7, 1903.

RECD
OCT 12 '03
DEPT. OF STATE

Mr. Goodnow

To the Department of State.

Acknowledged Oct 13/03

Subject:

re the Sale of a Chinese newspaper.

Abstract of Contents.

Refusal to sell it as American property.

INDEX BUREAU
OCT 14 1903
FILED

No. 544

Consulate-General of the United States,

Shanghai Sept. 7, 1903.

Honorable H. H. D. Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my #531 of July 15th, wherewith I handed you a copy of the bill of sale of the "Universal Gazette" to W. E. Gray:- I handed you herewith copy of further correspondence in the matter explaining my present refusal to recognize the "Universal Gazette" as American owned.

I am, Sir,

Your obedient servant

John Goodnow

C. G. U.S.A.

Transfer Draft

H. H. & Ross

CONSULAR SERVICE, U. S. A.

Shanghai, Sept. 4th 1903.

W. E. Gray, Esq.

Shanghai.

Sir:-

Two Chinese Gentlemen have represented to me that they are stockholders in the Universal Gazette and say that no authority has been given to anyone to sell that paper.

It will be necessary therefore, before I can recognize the paper as American, that the man who sold you the paper shall place on file here his proper authorization to sell.

I am, Sir,

Your obedient servant,

(sgd) John Goodnow,

Consul General,U.S.A.

Imperial Chinese Railway Administration,

Shanghai, September 5th 1903.

Dear Sir:-

I have your communication of September 4th relative to the complaint made by a few claimed Chinese stockholders of the Universal Gazette as to the sale of that paper. Your communication is the first notice that has come to me to the effect that the U. S. Consulate General has been turned into a Chinese court of equity.

Yours truly,

(sgd) Willis E. Gray.

Honorable John Goodnow,

United States Consul General,

Shanghai.

CONSULAR SERVICE, U. S. A.

Shanghai, September 6th 1903.

W. E. Gray, Esq.

Shanghai.

Sir:-

I beg to reply to your letter of Sept. 5th; but not in the spirit in which it was written.

It is my duty to see that the United States Government is not burdened with responsibilities for property not legitimately belonging to American citizens. You will remember that you tried to give protection to the Universal Gazette by a fake bill of sale before. The reputable gentlemen who have come to me in the matter state that the Manager of the Universal Gazette was never given power to sell but only, if possible, to put the paper in a foreign name for protection.

Under these circumstances I can not change from the position that the man who sold to you must show his authority to sell. I am not protecting the Chinese stock holders but am protecting the United States Government.

I am, Sir,

Your obedient servant,

(sgd) John Goodnow,

Consul General.

No. 545

CONSULAR BUREAU
OCT
23
1903
DEPARTMENT OF STATE

Consulate-General of the United States,

FILE

Shanghai Sept 11, 1903.

INDEX BUREAU
RECD.
OCT 12 '03
DEPT. OF STATE

Hon. Gardner

To the Department of State.

Subject:

Relations with Consul Fowler.

Abstract of Contents.

INDEX BUREAU
OCT 13 1903
FILED

No. 545

Consulate-General of the United States,

Shanghai, Spet. 11th, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to acknowledge receipt of your No. 365 of August 12th enclosing your ruling in the case of the American Trading Co. vs. Zimmerman.

I would most respectfully protest against being censured for Mr. Fowler's action in this case. I tried the case and gave a certified copy of the judgement to the American Trading Co. when requested. I had nothing more to do with it. I am not responsible for Mr. Fowler's actions and do not know his reasons therefor.

Regarding my personal relations with Mr. Fowler, I have only met him once;- when I was sent on a tour of inspection of the Consulates. I have had no ill will against him; and have borne in silence his constant personal attacks on me, both officially and personally, which have brought on him several rebukes from the Department of State within the last two years. I have not been influenced in the slightest degree in any of my official acts by his ill will; nor have I spoken or written an undignified or unworthy word about him. I court investigation of my record in this matter and would consider that I deserved immediate dismissal from office if I

"permitted my private quarrels to interfere with the discharge of the public business of my office".

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

INDEX BUREAU
RECD
OCT 17 '03
DEPT OF STATE

CONSULAR BUREAU
OCT
23
1903
DEPARTMENT of STATE

No. 2

Consulate-General of the United States,

Shanghai Sept 15, 1903.

Mr. Goodnow

To the Department of State.

Subject:

Encl re the case of the U.S. vs Shipcamo

Ans Oct 24/03

Abstract of Contents.

Report of case -

INDEX BUREAU
OCT 26 1903
FILED

No. 2

Consulate-General of the United States,

Shanghai Sept 15, 1903.

Honorable W W Rockhill

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith, in duplicate, report of U.S. vs Shipmans.

I am, Sir,

Your obedient servant

John Goodnow

Consul Gen'l

U. S. CONSULAR COURT.

Shanghai, 8th September.

Before JOHN GODDNOW, Esq.,

U. S. Consul-General, Acting Judicially.

U. S. PEOPLE v. L. SHIPERANO.

Louis Shiperano, a Filipino sailor from the U. S. str. Magallianes, was charged with wilfully and unlawfully cutting and wounding the complainant, a sampan-man, with a knife, thereby causing him serious bodily harm, on the Ewo Road jetty at midnight on the 2nd instant.

Sergeant Lynch said he wished to correct a mistake he had made in the statement he made to the Court on the 4th instant. The prisoner at the time of the offence was in the act of engaging a sampan to take him to his ship, and the sampan-man asked for his money first.

The accused admitted cutting the complainant.

Native P. C. 595 said that on the night in question he heard shouting, and went to the place from whence the sound came. On arriving at the jetty he saw the prisoner stab the complainant in the leg. Previous to that he noticed that the complainant had been injured about the face. He then arrested the accused. He identified the knife produced as one which he saw in the prisoner's hand.

A Chinese sampan-man said that while aboard his boat he heard shouts and went to the jetty. He saw the complainant bleeding, but did not see him stabbed. He saw a knife in the prisoner's hand.

Another sampan-man corroborated the last witness's evidence.

A third native said that he went to the jetty, attracted by the cries of the complainant. The complainant had already been stabbed before his arrival. He afterwards saw the policeman coming up. He saw the second stabbing, but it was too dark to see where the complainant was stabbed.

The complainant said that at midnight on Wednesday he was in his sampan when the prisoner came up to the Ewo Road jetty and asked him to take him to his ship. Witness asked him if he had any money and an altercation arose. The prisoner drew a knife and stabbed witness first in the leg and afterwards about the face. The stabbing took place inside the sampan, after they had been there two or three minutes. Witness did not strike the prisoner. He simply asked him for money. Afterwards he got on to the jetty and called for help.

Dr. Ransome said he had examined the complainant and found three superficial wounds about the face, which were only trifling, and one penetrating wound in the thigh. This was in a dangerous region, near the groin, and was half an inch in depth and five-eighths of an inch in width. Had the blow been in another direction the wound would have been serious. As it was, it was not dangerous. The man would not be permanently lame.

The prisoner said that on the day in question he came ashore and purchased a hat and a pair of boots. He went down to the Ewo Road jetty, and on arriving there was seized from behind and the hat and boots taken from him. Almost at the same time some-one else seized him and holding him fast, put his hands in his pockets and took out five dollars. Witness got his left arm free, drew his knife and cut at the man. He was a little drunk at the time.

By the Court—The money that he had on him was part of the salary that he had received from the captain.

Captain Learretta said that the prisoner had only been on the ship two months. His conduct on board was good. He received $25 on the 3rd August. The salaries were paid by the pilot.

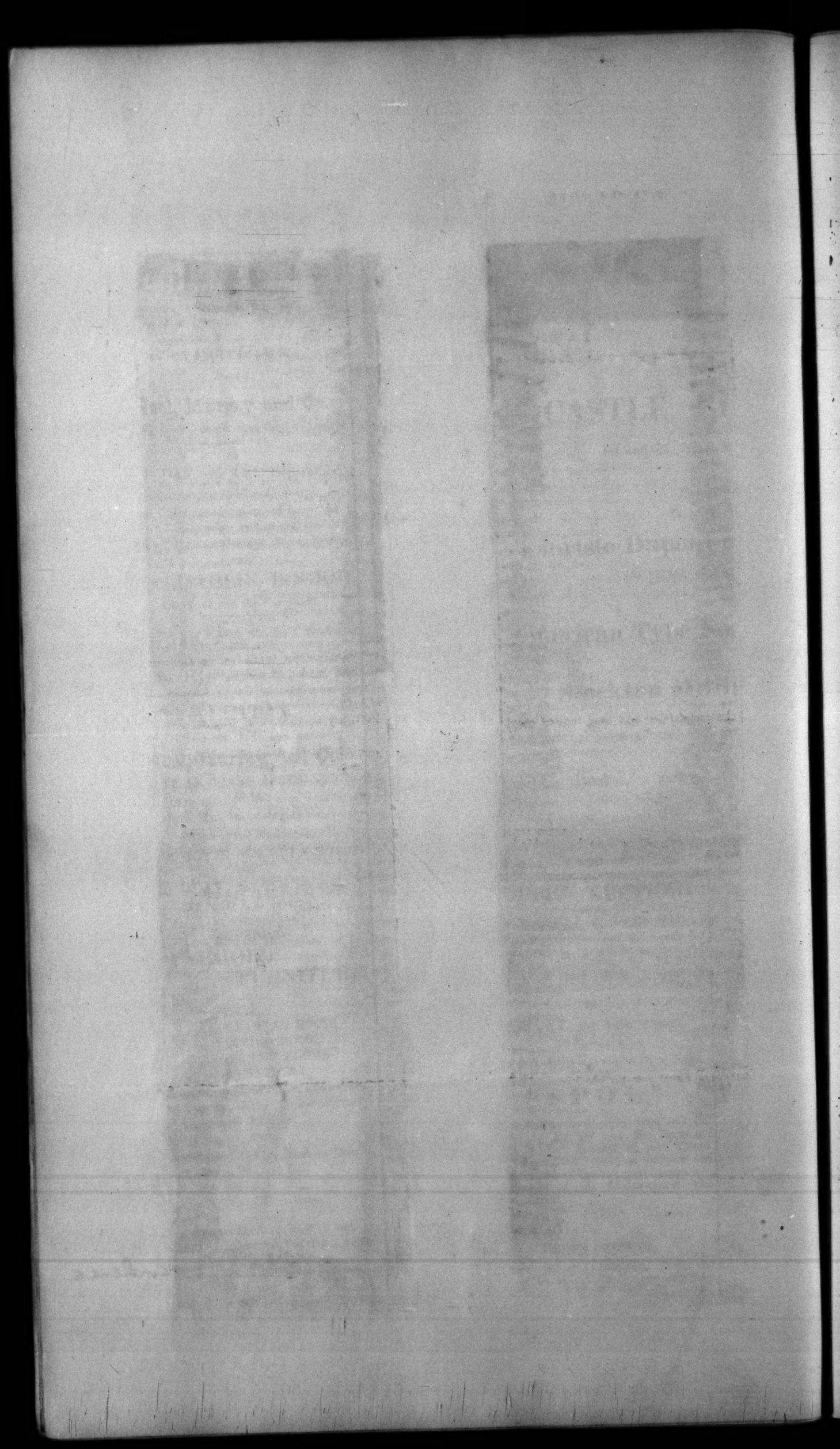
The pilot said that he paid the prisoner his salary on the 3rd of August.

The prisoner said that the money he brought ashore was part of his salary of the previous month and he got it from his cabin previous to coming ashore.

His Honour said this was not an easy case on which to give a decision. It was evident that the native policeman had not been telling the truth. The constable said that after his arrival at the jetty he saw that the complainant had already been injured in the face, and himself saw the man stabbed in the leg. Another witness said that he saw the complainant stabbed in the leg and after that he saw the constable coming up. Again, the complainant himself said that he was first stabbed in the leg and afterwards in the face. All of which showed that the constable was not telling the truth. The police were here to maintain law and order and not to commit perjury. There was evidently perjury on the part of the constable. Twice within his experience a native constable had perjured himself in that Court, and he recommended that the constable be reported to the Captain-superintendent of Police. The other witnesses had told in Court a story very different from what they told at the Police Station.

Sergeant Lynch said that was so.

His Honour said that under the ~~circumstances~~ evidence he could only acquit the prisoner.



U. S. CONSULAR COURT.

Shanghai, 8th September.

Before JOHN GOODNOW, Esq.,
U. S. Consul-General, Acting Judicially.

U. S. PEOPLE v. L. SHIPERANO.

Louis Shiperano, a Filipino sailor from the U. S. str. Magallianes, was charged with wilfully and unlawfully cutting and wounding the complainant, a sampan-man, with a knife, thereby causing him serious bodily harm, on the Ewo Road jetty at midnight on the 2nd instant.

Sergeant Lynch said he wished to correct a mistake he had made in the statement he made to the Court on the 4th instant. The prisoner at the time of the offence was in the act of engaging a sampan to take him to his ship, and the sampan-man asked for his money first.

The accused admitted cutting the complainant.

Native P. C. 595 said that on the night in question he heard shouting, and went to the place from whence the sound came. On arriving at the jetty he saw the prisoner stab the complainant in the leg. Previous to that he noticed that the complainant had been injured about the face. He then arrested the accused. He identified the knife produced as one which he saw in the prisoner's hand.

A Chinese sampan-man said that while aboard his boat he heard shouts and went to the jetty. He saw the complainant bleeding, but did not see him stabbed. He saw a knife in the prisoner's hand.

Another sampan-man corroborated the last witness's evidence.

A third native said that he went to the jetty, attracted by the cries of the complainant. The complainant had already been stabbed before his arrival. He afterwards saw the policeman coming up. He saw the second stabbing, but it was too dark to see where the complainant was stabbed.

The complainant said that at midnight on Wednesday he was in his sampan when the prisoner came up to the Ewo Road jetty and asked him to take him to his ship. Witness asked him if he had any money and an altercation arose. The prisoner drew a knife and stabbed witness first in the leg and afterwards about the face. The stabbing took place inside the sampan, after they had been there two or three minutes. Witness did not strike the prisoner. He simply asked him for money. Afterwards he got on to the jetty and called for help.

Dr. Ransome said he had examined the complainant and found three superficial wounds about the face, which were only trifling, and one penetrating wound in the thigh. This was in a dangerous region, near the groin, and was half an inch in depth and five-eighths of an inch in width. Had the blow been in another direction the wound would have been serious. As it was, it was not dangerous. The man would not be permanently lame.

The prisoner said that on the day in question he came ashore and purchased a hat and a pair of boots. He went down to the Ewo Road jetty, and on arriving there was seized from behind and the hat and boots taken from him. Almost at the same time some-one else seized him and holding him fast, put his hands in his pockets and took out five dollars. Witness got his left arm free, drew his knife and cut at the man. He was a little drunk at the time.

By the Court—The money that he had on him was part of the salary that he had received from the captain.

Captain Learretta said that the prisoner had only been on the ship two months. His conduct on board was good. He received $25 on the 3rd August. The salaries were paid by the pilot.

The pilot said that he paid the prisoner his salary on the 3rd of August.

The prisoner said that the money he brought ashore was part of his salary of the previous month and he got it from his cabin previous to coming ashore.

His Honour said this was not an easy case on which to give a decision. It was evident that the native policeman had not been telling the truth. The constable said that after his arrival at the jetty he saw that the complainant had already been injured in the face, and himself saw the man stabbed in the leg. Another witness said that he saw the complainant stabbed in the leg and after that he saw the constable coming up. Again, the complainant himself said that he was first stabbed in the leg and afterwards in the face. All of which showed that the constable was not telling the truth. The police were here to maintain law and order and not to commit perjury. There was evidently perjury on the part of the constable. Twice within his experience a native constable had perjured himself in that Court, and he recommended that the constable be reported to the Captain-superintendent of Police. The other witnesses had told in Court a story very different from what they told at the Police Station.

Sergeant Lynch said that was so.

His Honour said that under the circumstances he could only acquit the prisoner.

evidence

POST BUREAU
RECD.
OCT 17 '03
DEPT OF STATE

CONSULAR BUREAU.
OCT
23
1903

CONSULAR BUREAU.
NOTED.

No. 45

Consulate-General of the United States,

Shanghai, Sept. 16th, 1903.

Mr. John Goodnow,

To the Department of State.

Subject:

marriage certificate Oct 30 03

Abstract of Contents.

Transmitting marriage certificate of Geo. Nilkins & Yah Chin.

INDEX BUREAU
OCT 31 1903
FILED

No. 6

Consulate-General of the United States,

Shanghai, Sept. 16th, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith marriage certificate of George Watkins and Ah Chen, who were matrimonially united on the 11th Sept. 1903.

I am, Sir,

Your obedient servant

John Goodnow

Consul General.

Form No. 87.

CERTIFICATE OF MARRIAGE.

CONSULAR BOOK NOTED

Consular Office of the United States of America,

Shanghai, China, September 11, ~~1904~~ 1903.

I, John Goodnow, Consul General of the United States at Shanghai, do hereby certify that, on this eleventh day of September, A. D. ~~1904~~ 1903, at the U S Consulate in the city of Shanghai, Geoge Wilkins, aged 37 years, born in San Francisco Cal, and now residing in Shanghai, and Ah Chen, aged 33 years, born in Canton China, and now residing in Shanghai, were united in marriage before me, and in my presence, by John R. Hykes D.D, who is authorized by the laws of Pennsylvania to perform such ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai, this eleventh day of September, A. D. ~~1904~~ 1903; and of the Independence of the United States the 128th.

[L. S.]

John Goodnow

Cons'l General of the United States of America.

Fee one dollar. To be issued in duplicate.

ASSISTANT SECRETARY,
OCT 22 1903

INDEX BUREAU
RECD
OCT 19 1903
DEPT OF STATE

No. 546

Consulate-General of the United States,

Shanghai, Sept. 23rd, 1903.

File.

Mr. Goodnow,

To the Department of State.

have granted by Europe Oct. 26. 1903

Subject:

Leave of absence.

Abstract of Contents.

Asking to avail myself of leave granted.

Departing from Shanghai Nov. 1st.

INDEX BUREAU
OCT 28 1903
FILED

No. 546

Consulate-General of the United States,

Shanghai, Sept. 23rd, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to your unnumbered despatch of March 26th, 1903, granting me leave of absence for sixty days, with permission to visit the United States, to be availed of in 1903;-

I hope to be able to avail myself of it and leave here on Nov. 1st. The Treaty should be signed on Oct. 8th and I should be able to get up my back work (which has been very much neglected on account of the Treaty) so that I may leave by that time.

I do not know yet whom I will ask you to appoint as Vice Consul General, but will wire you before that time.

I would respectfully ask you to wire me on receipt of this approving my departure for the United States on Nov. 1st.

I am, Sir,

your obedient servant,

John Goodnow

Consul General.

Helen Keller

DIVISION OF RECORDS OCT 19 '03 DEPT. OF STATE

CONSULAR BUREAU OCT 20 1903 DEPARTMENT OF STATE

No. 547

Consulate-General of the United States,

Shanghai Sept 23, 1903.

Mr. Goodnow

To the Department of State.

Subject:

Prisoners - Also by wire Oct 26/03

To Actg Genl Oct 31/03

Abstract of Contents.

Urging removal Chinese prisoners to the U.S.

INDEX BUREAU OCT 23 1903 FILED

Tel Jan 23 for Th.
124 Jan 22 for Tait.

No. 547

Consulate-General of the United States,

Shanghai, Sept. 23rd, , 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my telegram of June 23rd stating that two privates from the Legation guard had been sentenced in Tientsin to three years imprisonment and had been sent here, I beg to recommend that they be sent to the United States to serve the rest of their imprisonment. During the hot weather I made a temporary arrangement whereby they have been kept in the British jail and ~~could~~ had have exercise. I have been notified that they can not be kept there longer. I must therefore bring them back where they will have no exercise. A three years sentence served under those conditions would equal the death penalty. The men are now showing signs of failure under their imprisonment in this unhealthy climate.

I would again suggest that some arrangement might be made whereby the prisoners could be sent to Nagasaki and put on a transport under guard and be delivered by the Transport to the prison in San Francisco.

If it is desired by the Department I can bring the men home when I come in November by employing a passenger or two as guards and to take care of them.

I am, Sir,

your obedient servant,

John Goodnow

Consul General.

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CONSULAR BUREAU
NOTED.

RECD OCT 19 1903 DEPT OF STATE

CONSULAR BUREAU OCT 29 1903 DEPARTMENT OF STATE

No. 2

Consulate-General of the United States,

Shanghai Sept. 25, 1903.

Mr. Goodnow

To the Department of State.

Subject:

Deaths

Ans'd/Oct 30/03
re: White - to Jackson and a
Summation Dec 11/03

Abstract of Contents.

Ben Osborn ✓
Earl Thorson ✓
Jn. White ✓

INDEX BUREAU OCT 31 1903 FILED

No. =

Consulate-General of the United States,

Shanghai Sept. 25, 1903.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir: I hand you herewith reports of the deaths of Ben Osborn, Carl Thurston, and S. U. White.

I am, Sir,

Your obd't servant

John Goodnow

Consul General.

(FORM NO. 192.)

Report of the Death of an American Citizen

CONSULAR BUREAU. NOTED.

Consular Service, U. S. A.

Shanghai Sept 25 1903

Name: Ben Osborn

Native or naturalized: natin

Date of death: Sept. 16 1903

Place of death: General Hospital

Cause of death: Surgical Shock

Disposition of remains: buried

Local law as to disinterring remains in case it is desired to bring them home: can be done

Disposition of effects: clothing, insufficient to pay debts

Address of family: Mrs W. Osborn, 65 Stone St. Oldbury. Eng.

Family notified: Yes

Accompanied by relatives: no

This information, inventory, accounts, etc., recorded in ~~Miscellaneous~~ Desp. *Record Book, page* 451

Remarks:

John Goodnow

[SEAL.] *Consul-General of the United States.*

(Form No. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No.....in despatch

No.....

....., 190.....

(FORM NO. 192.)

Report of the Death of an American Citizen

CONSULAR BUREAU. NOTED.

Consular Service, U. S. A.

Shanghai Sept 25 1903

Name: Carl Thorson

Native or naturalized: naturalized N.Y. City July 8 1895

Date of death: Sept 16 1903

Place of death: Gen'l Hospital

Cause of death: cholera

Disposition of remains: buried -

Local law as to disinterring remains in case it is desired to bring them home: can not disinter cholera

Disposition of effects: clothing only, insufficient to pay debt

Address of family: unknown (Norway)

Family notified: no

Accompanied by relatives: no

This information, inventory, accounts, etc., recorded in Misc. Rec. *Book, page* 45 r

Remarks:

Wm Woodward

[SEAL.]

Consul-General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No.....in despatch

No.....

....., 190.....

(FORM NO. 192.)

Report of the Death of an American Citizen

CONSULAR BUREAU. NOTED.

Consular Service, U. S. A.

Shanghai Sept. 25 1903

Name: A. W. White

Native or naturalized: natin

Date of death: Sept 4 1903

Place of death: General Hospital

Cause of death: Typhoid fever

Disposition of remains: buried

Local law as to disinterring remains in case it is desired to bring them home: can be done

Disposition of effects: clothing only, insufficient to pay board bill

Address of family: John White, Muskogee I.T.

Family notified: yes

Accompanied by relatives: no

This information, inventory, accounts, etc., recorded in Disp't *Miscellaneous Record Book, page* 453

Remarks:

John Goodnow

[SEAL.]

Consul-General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No.....in despatch

No.....

....., 190.....

No. 547 bis

INDEX BUREAU RECEIVED OCT 19 1903 DEPARTMENT OF STATE

CONSULAR BUREAU OCT 21 1903 DEPARTMENT OF STATE

Consulate-General of the United States,

Shanghai Sept. 17, 1903.

Mr. Goodnow

To the Department of State.

Ans Oct 22/03

Subject:

"Editin" prisoners.

Abstract of Contents.

Present status.

INDEX BUREAU OCT 23 1903 FILED

No. 547 bis

Consulate-General of the United States,

Shanghai, Sept. 25th 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith a copy of my No. 535 of this date to the U. S. Minister at Peking regarding the "sedition" prisoners.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Duplicate

Sept. 25th, 1903

Amn E & Cooper

Referring to my No. 525 of Aug. 24th, 1903 with regard to the "sedition" prisoners, I have to report that the Viceroy at Nanking told the Taotai that nothing could be done in the case except on instructions from the Waiwupu.

On Sept. 10th I received a letter from the Viceroy at Nanking again demanding that the said prisoners be turned over to him. A copy of this letter was sent to the Doyen of the Diplomatic Body at Peking as well as to yourself.

The whole matter at present is in a condition which is very humiliating to us. Six men have been confined in jail for three months and I see no present prospect of a trial. The British Minister holds that the whole affair is before the Diplomatic Body and instructs the British Consul General not to discuss it. The Doyen of the Diplomatic Body has wired us that the matter has been referred back to Shanghai. The Viceroy and the Taotai hold that they can do nothing except upon orders from Peking. At the last meeting of the Consular Body I appealed to the Consuls to come together on some plan which would avoid the difficulty. The British Consul General said that he had no power to even consider the matter.

I am of opinion that the two men who plead guilty should be sentenced without further trial to a considerable term of imprisonment in the Settlements; that the man wanted at Hankow should be tried in the Mixed Court and sentenced to such imprisonment as his trial may show to be just; that the son of the owner of the Supao should receive a comparatively light sentence for impersonating his father and thus enabling the latter to escape; that the two book-keepers of the Supao should be released. If the Ministers could agree among themselves on some such program as the above they could probably get the Waiwupu to agree to it. I see no other way out of the deadlock.

I am, Sir,

Your obedient servant,

Consul General.

CONSULAR BUREAU.

CONSULAR BUREAU RECD. OCT 27 '03

3rd. ASST. SECRETARY. OCT 29 1903

No. 548

CONSULAR BUREAU. OCT 29 1903 DEPARTMENT OF STATE

Consulate-General of the United States,

Shanghai Sept 29, 1903.

Hon. Goodnow

DIPLOMATIC NOV 4 1903 BUREAU.

To the Department of State.

To China Nov. 11, 1903

Subject:

McCaslin claim.

Abstract of Contents.

Settlement

INDEX BUREAU NOV 16 1903 FILED

No. 548.

Consulate-General of the United States,

Shanghai Sept. 29 1903. , 190 .

Honorable H. H. D. Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith copy of agreement signed by the Taotai of Ningpo and myself in the claim of Louis McCaslin.

The check is for Hk.Tls. 6500, worth approximately today U. S. Gold $4500. Out of this must be paid Dr. Barchet's expenses in going to Ningpo. Are we entitled to any perchentage for collecting it?

I desire to commend Dr. Barchet for his success in settling this old claim. Few men in China could have so successfully handled the matter.

I am, Sir, your obedient servant,

John Goodnow

Consul General.

John Crowder

Translation of Agreement in settlement of the McCaslin claim.

Li, Deputy of the Bureau of Foreign Affairs, Ningpo,
in the Empire of China.
Barchet, U. S. Interpreter, Consulate General at
Shanghai.

In the matter of Louis McCaslin, an American merchant, who in the 14th year of Kwanghsu received an injury at the Lao Keang chiao, Ningpo.

I, (Taotai) had the honour to receive a communication from His Excellency Weng, Acting Governor of Chekiang, stating that he was in receipt of a despatch from the "wai wu pu" to the effect, that His Excellency Mr. Conger, the U. S. Minister made a request to have this matter taken up and dealt with.

On looking over the archives, I find that my predecessor in office, "Hsieh Taotai", tried this case jointly with the U. S. Consul Pettus, at Ningpo, at which time the true facts of the case were ascertained.

These facts not being refuted, a decision was rendered and the case was closed.

Now hearing how serious the injuries were which McCaslin sustained at that time, we do feel pity for him though the running into danger was his own doing, and having received instructions as above, we cannot but take steps towards his relief, thereby strengthening our friendly relations.

The matter having been jointly discussed, it is now decided to grant McCaslin the sum of Hai Kuan Taels Six thousand five hundred (H. Tls.6,500.00) which sum is entrusted to Interpreter Barchet to hand over.

This agreement is drawn up in two copies, both alike, to be signed and sealed. One copy to be filed with the

Taotai of Ningpo and the other with the American Consul General.

This finally disposes of this case and is not to come up for discussion.

In witness of which, this agreement is now madeand signed by

Li Ping kw'eng,

Deputy og Bureau of Foreign Affairs.

3. P. Barchet,

U. S. Interpeter.

Dated this 5th day of the 8th moon,

29th year od Kuang hsu.

(September 25th 1903.)

U. S. Consulate General,

Shanghai, September 29th 1903.

H. E. Wei,

Taotai of Ningpo.

Sir:-

I beg to send you herewith enclosed and duly stamped, two copies of an agreement with regard to the McCaslin claim, to which I desire to ask you to affix your seal and to return to me one of the copies for filing in this Consulate.

I take this opportunity to thank Your Excellency for the satisfactory way this matter has been finally settled and for your courteous reception of my Deputy, Interpreter Barchet, who also speaks highly of Your Excellency's Deputy Mr. Li Ping-kweng and of the intelligent way he discussed the subject.

I have the honour to be,

Your obedient servant,

(sgd) John Goodnow,

Consul General, U.S.A.

INDEX BUREAU
RECD.
NOV 14 '03
DEPT. OF STATE

DEPT OF STATE
NOV
16
1903
2ND ASST SECRETARY

CONSULAR BUREAU

Usual course & Ack. ads

No. 45

CONSULAR BUREAU
NOV
16
1903
DEPARTMENT of STATE

Consulate-General of the United States,

Shanghai, Oct. 6th, 1903.

CONSULAR BUREAU
NOTED

Mr. John Goodnow

To the Department of State.

Subject:

Marriages.

Ack by form Nov 30/03

Filed

INDEX BUREAU
DEC 1 1903
FILED

Abstract of Contents.

No. 46

Consulate-General of the United States,

Shanghai, October 6th, 1904.

Honorable W. W. Rockhill,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honour to enclose herewith to you marriage certificate of Wm Neff and Grace M. Abel and also marriage certificate of Thos. Wm Mitchell and Bessie D. McAfee.

I am, Sir,

Your obedient servant,

Thurdus

Consul General.

Enclosures as above stated.

Form No. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU. NOTED

Consular Office of the United States of America

SHANGHAI, CHINA Sept 21st 1903

I, John Goodnow, Consul-General of the United States at Shanghai, China, do hereby certify that on this twenty first day of September A. D., 1903, at Presbyterian Mission South Gate in the city of Shanghai, China: William Kelly, aged twenty eight years, born in Richmond Mo and now residing in Chen Chow Hunan, and Grace M Hice, aged twenty seven years born in Coleraine Ireland, and now residing in Changteh Hunan, were United in Marriage before me, and in my presence, by Rev. Geo. F Fitch, who is authorized by the laws of Ohio to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai China, this twenty first day of September, A. D. 1903, and of the Independence of the United States the 127th

[L. S.]

John Goodnow

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

Form No. 87.

CERTIFICATE OF MARRIAGE.

CONSULAR BUREAU. NOTED

Consular Office of the United States of America,

Shanghai, China, Sept. 28, 1903

I, _____, Consul General of the United States at Shanghai, China, do hereby certify that, on this 28th day of September, A. D. 1903, at #3 - Quinsan Gardens in the city of Shanghai China, Thomas William Mitchell, aged 28 years, born in New York City, and now residing in Hongchow Hunan, and Bessie D. McAfee, aged 25 years, born in McAfee Kentucky, and now residing in Shanghai China, were united in marriage before me, and in my presence, by Rev. G F Fitch, who is authorized by the laws of Ohio to perform such a ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this 28th day of September, A. D. 1903 and of the Independence of the United States the 127th.

[L. S.]

A H Ward

Dep'y Consul General of the United States of America.

Fee one dollar. To be issued in duplicate.

CERTIFICATE OF MARRI

CONSULAR BUREAU

3rd ASST. SECRETARY. DEC 3 1903

DEPT OF STATE DEC 1 1903

CONSULAR BUREAU. DEC 4 1903 DEPARTMENT OF STATE

CHIEF CLERK, DEC 3 1903 Department of State.

No. 68

Consulate-General of the United States,

Shanghai, Oct 19th 1903.

Mr. John Goodnow

To the Department of State.

CONSULAR BUREAU. NOTED

Ans by form Dec 5/03 File

Subject:

marriage

Abstract of Contents.

transmitting marriage certificates:-

Monroe A. Newman & Inan L. Egan

J. J. Monahan & Mary A. Murphy.

INDEX BUREAU DEC 7 1903 FILED

No. 46

Consulate-General of the United States,

Shanghai, October 19th, 1904

Honorable A. A. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to transmit herewith marriage certificate of Montrose A. Needham & Susie Louise Egan and of John J. Hanrihan & Mary Alice Fitzgibbon.

I have the honor to be,

Sir,

Your obedient servant

[signature]

Consul General.

Enclosures:-

As stated.

Form No. 87.

CONSULAR BUREAU.

CERTIFICATE OF MARRIAGE.

Consular Office of the United States of America,

Shanghai, China, July 6th, 1903.

I, A. H. White, Deputy Consul General of the United States at Shanghai, China, do hereby certify that, on this sixth day of July, A. D. 1903, at the U.S. Consulate General in the city of Shanghai, China, Monroe N. Newman, aged twenty eight years, born in New York City N.Y. and now residing in Shanghai, China, and Susie Louise Egan, aged twenty years, born in San Francisco, Cal, and now residing in Shanghai, China, were united in marriage before me, and in my presence, by Rev. John P. Hykes D.D., who is authorized by the laws of Pennsylvania to perform such a ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this sixth day of July, A. D. 1903 and of the Independence of the United States the 127th

Deputy Consul General of the United States of America.

Fee one dollar. To be issued in duplicate.

CERTIFICATE OF MAR

Form No. 87.

CONSULAR BUREAU,
NOTED.

CERTIFICATE OF MARRIAGE.

Consular Office of the United States of America

Shanghai, China, October 17th, 1903.

I, A. H. White, Deputy Consul General of the United States at Shanghai, China, do hereby certify that, on this seventeenth day of October, A. D. 1903 at Saint Joseph's Church in the city of Shanghai, China, John J. Hourihan, aged twenty three years, born in Boston, Mass., and now residing in Shanghai China, and Mary Alice Murphy, aged twenty one years, born in Manchester, England, and now residing in Shanghai, China, were united in marriage before me, and in my presence, by Father M. Kennelly, who is authorized by the laws of _____ to perform such a ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this seventeenth day of October, A. D. 1903 and of the Independence of the United States the 127th

A. H. White

Deputy Consul General of the United States of America.

Fee one dollar. To be issued in duplicate.

RESPECTFULLY REFERRED TO THE SOLICITOR

DEC 1 1903 DEPT OF STATE

3rd. ASST. SECRETARY. DEC 3 1903

No. =

Consulate-General of the United States,

Shanghai Oct 20, 1903.

1

Mr. Gordon

To the Department of State.

CHIEF CLERK. DEC 3 1903 Department of State

Subject:

U.S. vs Ballentine

Dec 10/1903. Consular Courts for extraterritorial Cases in China. Dec 12 1903

Abstract of Contents.

decision in duplicate

Ltrs, abvr, cancelled Dec 1903

File

INDEX BUREAU MAR 3 1904 FILED

No. #

Consulate-General of the United States,

Shanghai, Oct. 20th, 1903.

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith, in duplicate, my decision as to the legality of the arrest of W. D. Ballantine.

The case is explained in the decision.

As the decision is on an important point and as there are no precedents here to guide me, I hope that Judge Penfield will carefully consider the case and put me right if I have erred.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Yours truly,

John Lowden

Assistant Solicitor,
DEC 5 1903
Department of State

Dear Judge:-

I can appreciate Consul General Goodnow's disposition to find some way to comply with Governor Taft's request, but I do not think he had any authority to arrest and detain the fugitive. By the statutes enacted to carry into effect the judicial authority given by treaty to ~~our~~ United States diplomatic and consular officers in China and certain other countries, ~~our~~ consuls are empowered to arraign and try, at the posts ~~for~~ at which they are appointed, citizens of the United States charged with offences against law, committed in such countries, respectively, and to sentence such offenders. They are not authorized to arrest and detain persons charged with crime in territory of the United States, who take refuge in their consular districts. The only authority competent to make such surrender is the Chinese Government in whose jurisdiction the fugitives have sought asylum.

While no previous case has arisen where the extradition of a fugitive criminal has been sought by the authorities of one of our territorial possessions from a diplomatic or consular officer in a country where we have extraterritorial jurisdiction, the question arose in China in 1874, whether our Minister was authorized to deliver up to a foreign country fugitives from justice under an extradition treaty. One Jackson, an American citizen, committed certain crimes in Hong Kong and fled to Shanghai. Upon request of the Hong Kong authorities, Jackson was arrested at Shanghai by the police of the municipality and committed to prison, as a British subject. After his arrest he claimed to be an American citizen and appealed to the United States Consul General at Shanghai for protection, and the latter asked that Jackson be delivered into his custody. Subsequently, the Consul General promised to consider a request for Jackson's surrender under the treaty between the United States

Assistant Solicitor,
DEC 5 1905
Department of State

Dear Judge:-

I can appreciate Consul General Goodnow's disposition to find some way to comply with Governor Taft's request, but I do not think he had any authority to arrest and detain the fugitive. By the statutes enacted to carry into effect the judicial authority given by treaty to our diplomatic and consular officers in China and certain other countries, our consuls are empowered to arraign and try, at the ports to which they are appointed, citizens of the United States charged with offences against law, committed in such countries, respectively, and to sentence such offenders. They are not authorized to arrest and detain persons charged with crime in territory of the United States, who take refuge in their consular districts. The only authority competent to make such surrender is the Chinese Government in whose jurisdiction the fugitives have sought asylum.

While no case has arisen where the extradition of a fugitive criminal has been sought by the authorities of one of our territorial possessions from a diplomatic or consular officer in a country where we have extraterritorial jurisdiction, the question arose in China in 1874, whether our Minister was authorized to deliver up to a foreign country fugitives from justice under an extradition treaty. One Jackson, an American citizen, committed certain crimes in Hong Kong and fled to Shanghai. Upon request of the Hong Kong authorities, Jackson was arrested at Shanghai by the police of the municipality and committed to prison, as a British subject. After his arrest he claimed to be an American citizen and appealed to the United States Consul General at Shanghai for protection, and the latter asked that Jackson be delivered into his custody. Subsequently, the Consul General promised to consider a request for Jackson's surrender under the treaty between the United States

and Great Britain, but the prosecution was dropped and the prisoner released. On August 31, 1874, Acting Secretary Hunter wrote to the Consul General as follows:

"The Department is somewhat at a loss to ascertain the precise intention of the government of Hong Kong by its demand. According to settled usage in the United States, criminals are not delivered up on the demand of a foreign state except pursuant to the provisions of a treaty. If the request of the Hong Kong government was intended to be a demand for extradition in accordance with the provisions of the treaty with Great Britain of 1842, it is sufficient to say that the treaty provides for the delivery of persons who, charged with certain crimes committed within the jurisdiction of either, 'shall seek an asylum or shall be found within the territory of the other', where proper proceedings shall be taken.. It is necessary, in the opinion of this Department, that the person whose extradition is sought shall be not only within the jurisdiction, but within the actual territory of the United States. No authority is given to any diplomatic or consular officer to grant a warrant of extradition. Upon an examination of the request made by the colonial secretary, the absence of the usual statement that the prisoner is a fugitive from British justice and within the territory of the United States will be noticed, and the fact that the proceedings were dropped on the reception of your note is quite significant."

And on October 23d following, Assistant Secretary Cadwalader affirmed these views in the following instruction:

"Referring to the case of Walter Jackson, and to your dispatch 800, of August 27, with your correspondence with Mr. Williams and with the colonial secretary at Hong Kong on the subject, as attached thereto, I have to say that this Department has again considered the questions submitted in the light of all the facts now presented by you.

"It appears that Walter Jackson was charged with piracy and assault on board the Satsuma, a British vessel, that he escaped from Hong Kong, was arrested upon a telegram at Shanghai, and as a citizen of the United States claimed your protection; that you thereupon detained him, and in answer to the demand for his rendition, made by the Hong-Kong authorities, informed them that you would consider a request for his delivery, but stated that you were under no obligation to deliver him except in accordance with the rules for extradition of criminals as settled by treaty between the two governments. The Hong-Kong government, learning that Jackson was a citizen of the United States, forthwith declined to proceed further against him, and afterward submitted to you a copy of an opinion of the attorney-general concerning your action in the matter.

"The simple question, therefore, is, had you a right to detain a fugitive from British justice at Hong-Kong, found within your consular jurisdiction, or to deliver him up under the extradition treaty between this country and Great Britain? Other questions doubtless arose in your correspondence with Mr. Williams, but that is the important and vital point. In the opinion of the Department, no doubt can exist on this question. The extradition treaty between Great Britain and the United States entitles the British authorities to demand the rendition of persons charged with the commission of the particular crimes mentioned in the treaty, within the jurisdiction

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of Great Britain, who shall seek an asylum or be found within the territorial limits of the United States, upon a compliance with the provisions of the treaty and of the law to enforce such provisions.

"In the case of Walter Jackson all the elements were wanting except the offense charged against him, and extradition proceedings were entirely inapplicable to the case.

"Upon the facts shown by you he had escaped from Hong-Kong into the jurisdiction of a foreign country, from which, in the absence of any treaty of extradition, there was no power to return him.

"In this view, therefore, all discussion with the colonial authorities at Hong-Kong looking to the rendition of fugitives from British justice who have taken refuge within your consular jurisdiction is inadmissible. The authorities of Hong-Kong seem to concur entirely in this opinion, as shown in their action, declining to make any demand for Jackson, although invited to do so.

"Hong-Kong being British territory, the Department does not wish to be understood as holding the converse of the proposition, or as assuming that, in a proper case, the authorities of the United States could not demand the extradition of a fugitive from the justice of the United States who had there sought and found an asylum.

"Apart from all questions of extradition, if Jackson was, as represented, a citizen of the United States, and had been arrested and claimed your protection, it was doubtless your duty to interfere in his behalf and to investigate his case. If he had been illegally arrested, it was proper that through your efforts he should be set at liberty. Such action would be proper in any case.

"The objection to your proceedings in this case is not that you interfer interfered in his behalf, but that you proposed to deliver him to the Hong-Kong authorities under the extradition treaty, or by means of such proceedings, to be tried for an offense committed against Great Britain.

"Such part of your correspondence with Mr. Williams as refers to jurisdiction over persons on board ships in the waters of China is not referred to, as having no necessary bearing on the questions here discussed."

Provision is made by the Act of June 6, 1900, for the extradition from the United States to a foreign country or territory occupied by or under the control of the United States. Like provision is made by the Act of February 9, 1903, for the extradition (or rendition) from the United States to the Philippine Islands of any fugitive from justice charged with the commission of any crime against the United States within the Philippine Islands, in the same manner that fugitives are delivered up between States and Territories in the United States; and similar provision is made for rendition from the Philippines to the United States. But there is no law empowering a consul of the United States to arrest and detain in his dis-

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[While I believe the above is the proper legal view of the question, as the case arose about the middle of last October, I presume that the fugitive has ere this been surrendered to the Philippine authorities.]

F. V.

I am, Sir
Your ob't servant

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fee wit Oct 20/03.
fr Shanghai

U.S. CONSULAR COURT.

Before the Hon. John Goodnow, Consul-General.

Shanghai, 17th October.

U.S. v. BALLANTINE.

JUDGMENT.

On October 9th the U.S. Consul General at Shanghai received the following telegram dated Manila, Oct. 9th.

"Arrest and hold W. D. Ballantine who arrived Shanghai yesterday on charge of uttering false, fraudulent and forged certificates. Answer. (Signed) Taft."

A warrant of this Court was issued on which Ballantine was arrested Oct. 10th and was arraigned on Oct. 11th; the above quoted telegram was read to him; and he was thereupon, he consenting thereto, confined in the Consular jail. A telegram to the effect was sent to Governor Taft at Manila who replied and stated that a Government agent would leave on the first boat with necessary papers. This latter telegram was signed "Taft, Civil Governor."

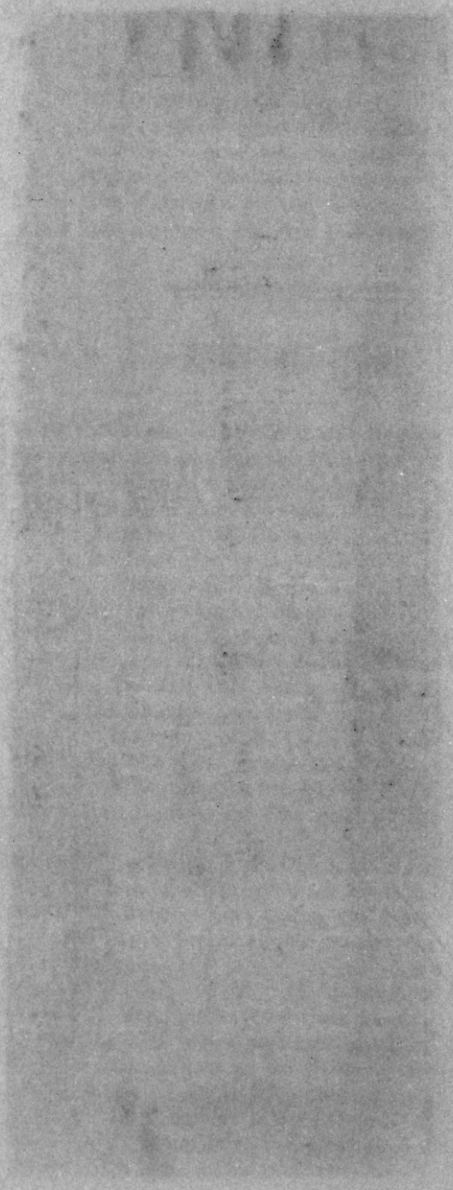
On Oct. 14th, Ballantine asked that a writ of Habeas Corpus be issued and that Ballantine be brought into Court for argument to be made that the "said imprisonment, detention, confinement and restraint are illegal." The writ was issued and Ballantine was brought into Court on Oct. 17th thereunder and argument was made that his arrest and detention were illegal acts.

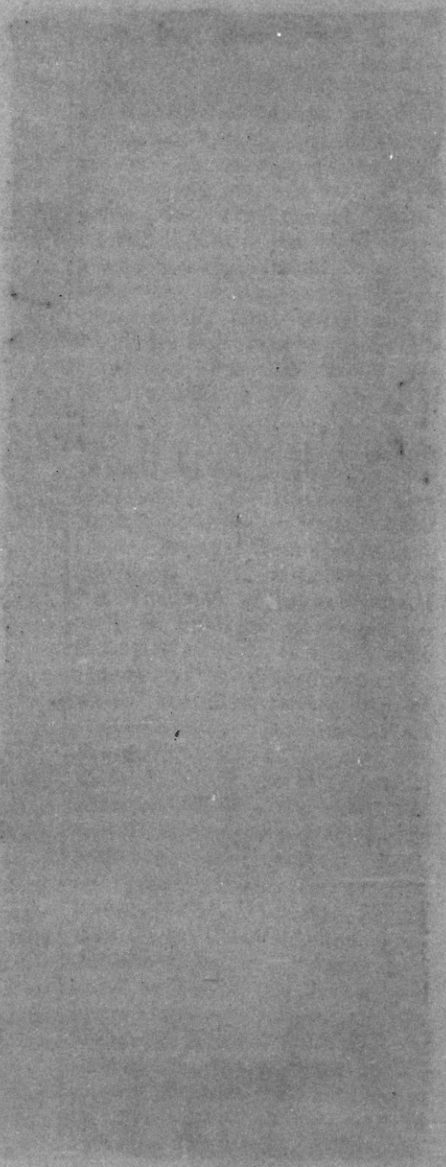
This case brings before this Court a novel situation and one for which no precedent exists in the history of this Court. Neither is it governed by any United States statute. It is necessary to decide it by equitable rules and in accordance with practice in the United States in analogous cases.

It is within the knowledge of the Court that William H. Taft is the Civil Governor of the Phillipine Islands. His acts and requests as such must receive due consideration and respect from officials of other American jurisdictions. In this case the request is by telegraph. It has however been confirmed and should be considered as sufficient. The time of communication between Manila and Shanghai is so great that otherwise miscarriages of justice might occur. It is common practice in the United States for a man to be arrested in one city at the telegraphic request of the authorities of another city in another state, and held until papers are sent from the city where the charge is made, provided these papers are sent within a reasonable time. Such practice commends itself to me as reasonable in cases where men are to be arrested in Shanghai on charges made in the Phillipines.

I therefore find that the complaint is sufficiently substantiated to justify the arrest of Ballantine under the second clause of Rule 58 of the Regulations of the Consular Courts of the United States in China. The practice under this ruling will obtain the substantial justice required under Rule 92 of the said Regulations.

The prisoner therefore will be detained for the reasonable time necessary for the proper papers to arrive from Manila and will then be given full opportunity to make such defense as he may desire against extradition under those papers.





CONSULAR BUREAU.

TELEGRAM RECEIVED IN CIPHER

RECD. OCT 26 1903 DEPT OF STATE

3rd. ASST. SECRETARY. OCT 26 1903

BUREAU OF APPOINTMENTS. MAY 4 1904 Department of State.

Further ask. & Ans'd, by Telegram Oct 26/03 Read sent May 4/04.

From Shanghai,

October 26, 1903.

Received 2.38 A. M.

Secretary of State,

Washington.

Please telegraph at once if I have permission to sail November first; also appointment S. P. Barchet - Vice-Consul-General; also answer my number 547; also mint rate Shanghai tael this quarter.

GOODNOW

INDEX BUREAU OCT 29 1903 FILED

Shanghai Tael
Oct. 1, 1903 .602

ciphered by JRB, Chief Clerk's Office, 9.50 A. M.

CONSULAR BUREAU

CONSULAR BUREAU DEC 4 1903 DEPARTMENT
INDEX BUREAU REC'D DEC 1 '03 DEPT. OF STATE
3rd ASST. SECRETARY. DEC 4 1903

No. 4

Consulate-General of the United States

Shanghai Oct 27, 1903.

Mr. Gordon

File.

BUREAU OF APPOINTMENTS DEC 5 1903 Department of State.

To the Department of State.

Subject:

Loss of steamer

Abstract of Contents.

Confirming telegrams.
Enclosing Dr. Beckett's oath of office.

INDEX BUREAU JUN 29 1904 FILED

No. 8

Consulate-General of the United States,

Shanghai Oct. 27 1903. , 190 .

Honorable H. H. D. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to confirm the following telegrams.

"Shanghai Oct. 26 1903. Secstate WashingtoN. Please telegraph at once if I have permission to sail Nov. 1st;also appointment S. P. Barchet Vice Consul General; also answer my number 547; also mint rate Shanghai tael this quarter. Goodnow."

" Washington. American Consul Shanghai. Leave granted. Bring prisoners Cole Brown and Edward Konkel; also original commitment papers. ~~Deliver~~ Deliver to Wardeh state prison SanQuentin, California. Instructions mailed to Dispatch Agent SanFrancisco for delivery to you on arrival. Barchet appointed. Have him take oath. Shanghai tael sixty cents two mills. Peirce."

I enclose herewith Dr. Barchet's oath of office.

I beg to thank you for the leave.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Shanghai Dec. 27 1902.

W. W. Peirce,

Consul General.

I beg to confirm the following telegram.

"Shanghai Dec. 26 1902. Vacation Washington.

Close telegraph at once if I have permission to visit

Japan. Letters appointment S. F. Market Vice Consul General;

also answer my number 347; also wire rate Shanghai

Seoul this quarter. Goodnow."

"Washington. American Consul Shanghai.

Leave granted. Bring prisoners Cole Brown and

Edward Kowal; also original commitment papers. Deliver

Deliver to Warden state prison San Quentin, California.

Instructions mailed to Dispatch Agent Transmissions

for delivery to you on arrival. Market Appointed.

Have him take oath. Shanghai Seal sixty cents

Fee mills. Peirce."

I enclose herewith Dr. Marbourg's oath of

office.

I beg to thank you for the leave.

I am, sir,

Your obedient servant,

Consul General.

No. 282.

TELEGRAM RECEIVED IN CIPHER.

INDEX BUREAU RECD. OCT 30 1903 DEPARTMENT OF STATE

From SHANGHAI,

October 30, 1903.

Received 4 a. m.

Ans by wire Oct 30/03 "Yes"

Secretary of State,

Washington.

May I leave the code book for Barchet's use?

GOODNOW.

INDEX BUREAU NOV 6 1903 FILED

ciphered by C.C's Office, October 30, 1903. 9:40

CONSULAR BUREAU
RECD. DEC 1 '03
DEPT. OF STATE
3rd ASST. SECRETARY.
DEC 4 1903
DEC 4 1903
DEPARTMENT OF STATE

No. =

Consulate-General of the United States,

Shanghai Oct 30, 1903.

Mr. Goodnow

To the Department of State.

CHIEF CLERK,
DEC 4 1903
Department of State.

Subject:

Requisition W.D. Ballantyne.

Acknowledge Dec 5/03 ack'd & returned

Abstract of Contents.

Case in duplicate

File

regarding the requisition of Gov. Taft for the return to Manila of W.D. Ballantine

INDEX BUREAU
MAY 9 1904
FILED

No. —

Consulate-General of the United States,

Shanghai Oct. 30, 1903.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my dispatch of Oct 20th, I hand you herewith the further proceedings in the habeas corpus case wherein W. D. Ballantine asked me to refuse Gov. Taft's requisition for his return to Manila.

I am, Sir,

Your obedient servant

John Goodnow

Consul General.

U. S. CONSULAR COURT.

Before JOHN GOODNOW, Esq.,
Consul-General, Acting Judicially.

U. S. PEOPLE v. W. H. BALLANTINE.

Application was again made to the Court by Gus Duball, the authorised agent of the Civil Governor of the Philippine Islands, for the extradition of W. H. Ballantine on the charge of attempting falsely and fraudulently to forge a Chinese merchant's certificate, contrary to section 7 of the Act of Congress of 6th May, 1882, which was applied to the Philippine Islands by the Act of Congress of 29th April, 1902.

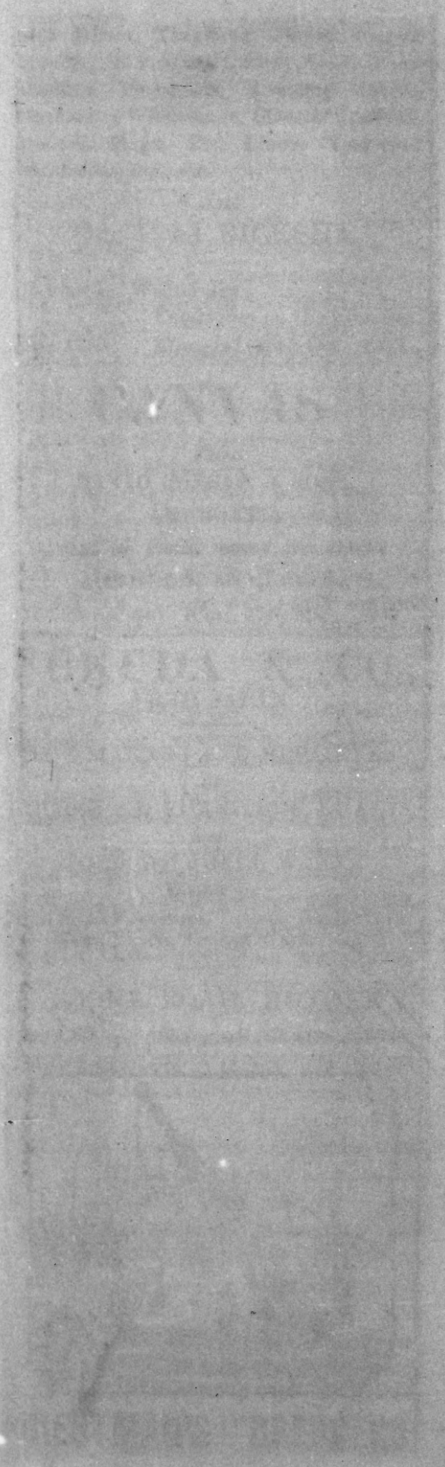
Mr. A. E. Lamme now appeared to represent the prisoner and first applied for his discharge on a writ of Habeas Corpus. This was refused.

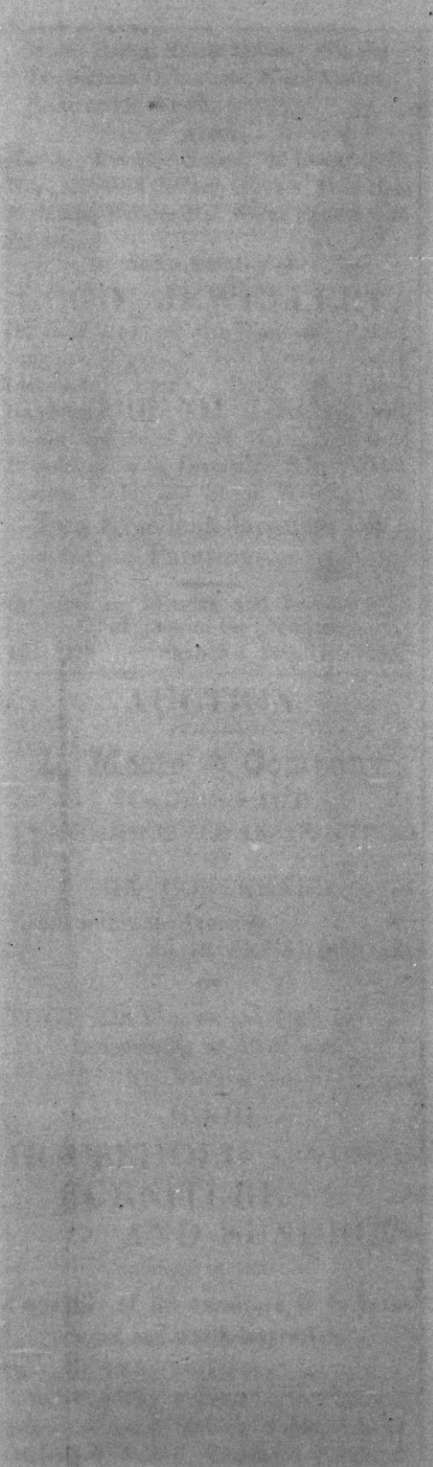
Mr. Lamme then contended that prisoner could not be given up on the requisition signed by Governor Taft and presented to the Court. There could be no extradition he contended except where provision was made for it by statute, and that obtained in two instances. There could be extradition through Treaty with a foreign Power, in which case the demand would be made through the Minister of that Power; and there could be extradition of a fugitive from justice from one State of the United States to another. The only other means of obtaining a fugitive was by kidnapping him. In regard to extradition from one State to another the statute provided as follows :—

Whenever the Executive Authority of any State or Territory demands any person as a fugitive from justice of the Executive Authority of any State or Territory to which such person has fled, and produces a copy of an indictment found or of an affidavit made before the magistrate of any State or Territory, charging the person demanded with having committed treason, felony, or any crime certified as authentic by the Governor or Chief Magistrate of the State or Territory from whence the person so charged has fled, it shall be the duty of the Executive Authority of the State or Territory to which the said prisoner has fled to cause him to be arrested and secured and to cause notice of the arrest to be given to the Executive Authority making such demand, etc.

The requisition before the Court complied with none of the requirements of this enactment. No copy of an indictment or of an affidavit before the Chief Executive officer of a State had been brought, and no pretence had been made of producing them. Moreover the Philippine Islands were not a State of the Union. For purposes, which it was easy to understand, and affecting the importation of sugar and tobacco into the United States, Congress had not incorporated the Islands within the Union. Exactly what the position of the Islands was had baffled even the Supreme Court of the United States, who had deserted the Philippines, in despair, as a "thing" or "possession." Judge Brewer of the Supreme Court had laid it down that under such circumstances there could be no extradition. He (Mr. Lamme) thought Governor Taft could not have looked over the requistion properly or he would not have signed it. The law had to be applied strictly as against the Government, and the prisoner had to receive the benefit of every doubt. Moreover on this requistion, there was no indication of time and place of the alleged crime. If it were stated that it took place in the Philippines during 1903, he (Judge Lamme) would undertake to obtain an indictment for perjury against the person making the statement within fifteen minutes. The reason no time and place was indicated was that it was impossible for the prosecution to put forward a case they could sustain. If they came into the open with a straightforward definite charge the prisoner was quite prepared to meet it. In conclusion Mr. Lamme said that the surrender of prisoners was often refused even though all the requirements of the law had been met; in this case they had not been met and there should be no question of surrender.

After consulting with Mr. Lamme and Mr. Duball in private for some minutes His Honour announced that he would reseve his decision till next day.





U. S. CONSULAR COURT.

Shanghai, 27th October.

Before JOHN GOODSOW, Esq., Consul-General, Acting Judicially.

U. S. PEOPLE v. W. H. BALLANTINE.

Since the hearing on the previous day when Mr. E. H. Lamme, on behalf of prisoner, argued that the requisition presented for his extradition failed to comply with the requirements of the Statute, certain additional papers were advanced on behalf of the officials claiming the surrender of the prisoner.

Mr. Lamme accordingly recast his argument in view of this additional matter. The Court had now before it, he said, the requisition, with which they were already familiar, also an affidavit by Mr. Shuster, Collector of Customs for the port of Manila, and the complaint filed in the Customs Court of Appeal in Manila.

His Honour said he had also received the statement presented by the Court of Appeal of the probable causes requiring prisoner's arrest and extradition.

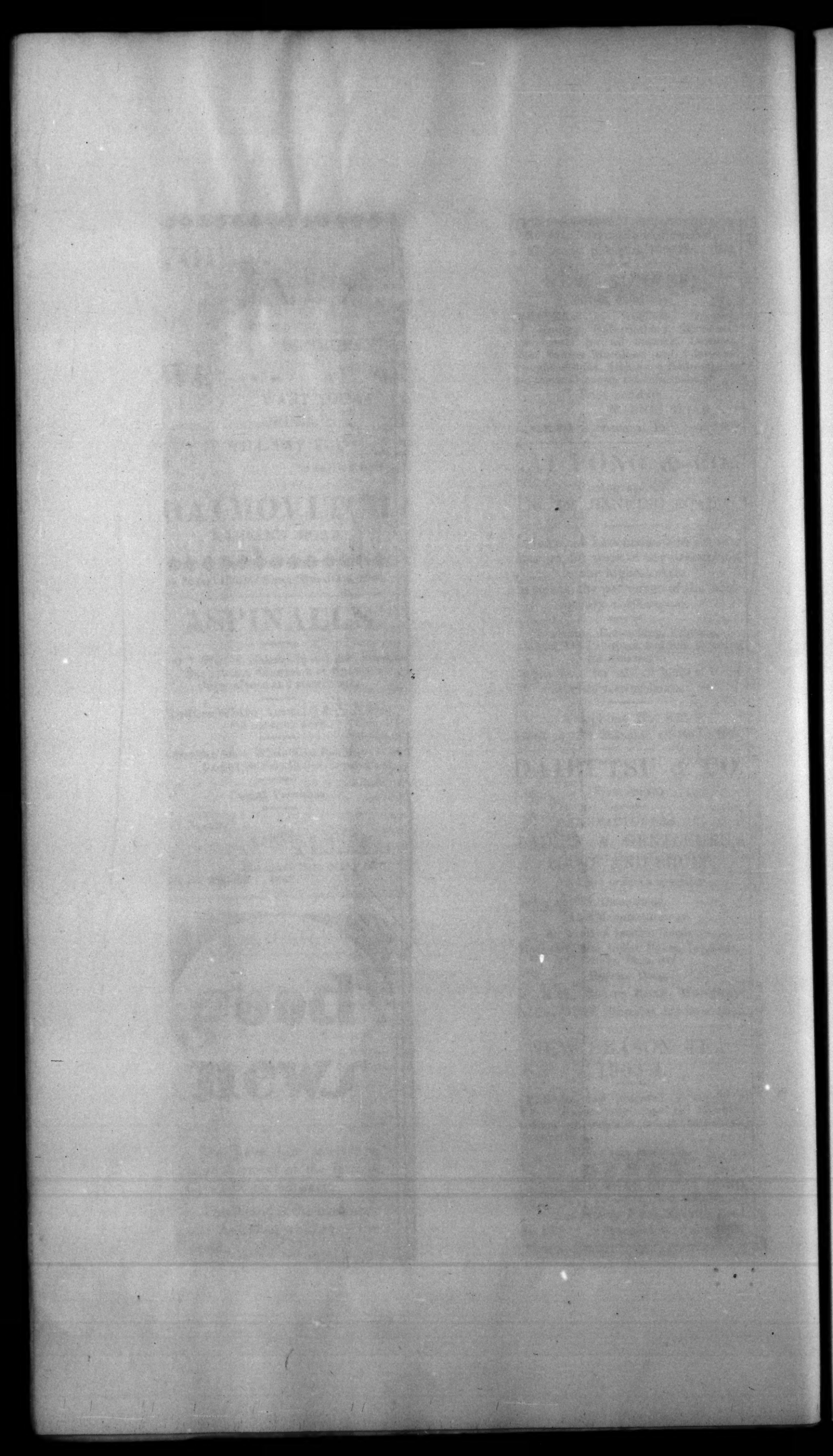
Mr. Lamme said he could admit the production of all these papers and yet the requisition for extradition was not in order; the affidavit or complaint must be certified as authentic by the Governor or chief executive officer of the State or Territory from which the fugitive was said to have fled. The necessity for that authentification had been insisted upon by Justice Matthews in the case of Rodricks v. Reley (116 U. S. cases p 93). It was evident that the affidavit and the complaint had been drawn by somebody who was acquainted with the provisions of the statute, apparently by Governor Taft himself, but the requisition alone was absolutely valueless. It was not rendered complete until the authentification of the other papers by the chief executive officer was forthcoming. The contention for the defence was that no exact crime was charged in the papers presented and secondly that the prisoner was not a fugitive from justice. The crime, it it were committed at all, must have been committed at Amoy and not within the jurisdiction of the Philippine Islands government. The facts should have been presented in making the demand for prisoner's extradition, but the other side preferred to fight in the dark. Mr. Lamme proceeded to explain that Ballantine and a young man named Page, who had been given to understand he would get a berth in the Philippine Customs but was disappointed of it, went into partnership as brokers at Manila; that Ballantine left Manila in December 1902, and carried on his business from Amoy, Page still remaining at Manila; that Ballantine had never since been within the jurisdiction of the Philippine Islands; that he shipped 39 Chinese from Amoy to Manila, in conjunction with Page, and that no complaint was made in respect of any one of those; that in May last he went over to San Francisco and was married; that in July he returned to Hongkong and in August to Amoy. It was alleged that at this time he entered into a contract with Miller at Manila, for the purpose of taking Chinese into the Philippine Islands in violation of the law. Mr. Shuster had stated that he had that contract in his possession, but he could not have even a copy of it, for the contract was for the purpose of taking into the islands only those who were legitimately entitled to enter. As a fact twelve Chinese were shipped across and no complaint was made in respect of them. At last came the man Wang Choy, in respect of whom the certificate of admission was said to have been forged. He was a man employed by Mr. Shuster and was taken to Amoy dressed up as a merchant, presented to the Taotai and passed off as such in Mr. Ballantine's absence, to his clerk, who procured the signature of Mr. Johnson, the Vice-Consul. A telegram had that very morning been received from the Consular officer at Amoy denying that the signature on the certificate in question was forged. Under these circumstances the prisoner asked simply for investigation and that "substantial" justice which it was the duty of Consular Courts to dispense. He would face a jury anywhere and submit to any Court except that of the Philippines itself, where the Governor had recently declared his intention of reverting to the old Spanish code.

His Honour asked if prisoner would answer certain questions.

Mr. Lamme agreed but thought he should have the right to cross-examination.

His Honour stated, however, that the proceedings were not following the ordinary form of a Court of law.

Prisoner stated, in answer to his Honour, that his business in Amoy was that of a broker in Chinese, whom he assisted into the Philippine Islands. He paid the Taotai a fixed sum for the exclusive right of issuing certificates to enable Chinese to enter the islands; he also arranged with the consul to get the passports visèd and then wired to his partner in Manila, who would meet the incoming Chinese on their arrival; for these various services the Chinese paid $400 Mexican. The contract with Miller was solely for dealing in a legitimate transaction. Out of the $400 the Taotai received $45, $35 went to Li, a kind of compradore, $50 to the Consul and $10 to the man who brought the Chinese in. The balance was



divided between Miller and himself. On the 16th September, the date of the alleged forged certificate, he (prisoner) had just got back to Amoy; he did not see the man Wang Choy, as the business was put through by his clerk. This was his thirteenth man in partnership with Miller, but in conjunction with Page he had sent 39 men across earlier. The thirteen men were shipped between the middle of August and the 16th September.

Asked why he went to Hongkong, prisoner said he heard a man named Glover had been sent to make enquiries and he was afraid of being blackmailed. Everyone in the Philippines knew Glover, and he (prisoner) feared that as Glover had to give some kind of a story, he would concoct one which it would be difficult to answer.

Asked if the same profit was made on the earlier 39 Chinese, prisoner said only $200 was paid in the case of each of these. In their cases $10 went to the Taotai, $30 to the Consul and $10 to the agent; the rest was supposed to be divided between Page and himself, but as a matter of fact his compradore stole most of the money and he only got about $1,000 altogether.

Prisoner added that the Consul by no means signed passports in every case in which he was asked. Prisoner himself rejected about 50 per cent of the applicants and 50 per cent of those passed by him were rejected by the Consul. When he first went into the business he went as often as possible to the applicant's place of business and asked if he were the proprietor or a partner. The answer was always in the affirmative, but as he had no means of confirming the truth of the statement, he accepted applicants on their general appearance, if they told a straightforward story. He had never signed any name whatever on a passport, which was valueless till it had the Taotai's and Consul's signatures. He came to Shanghai three or four days before he was arrested, in consequence of a telegram, which said "Miller finished, better go Shanghai." There was no signature but witness knew the telegram must be from his partner in Manila. He came on to Shanghai because he feared blackmail from Glover. All his arrangements with the Taotai at Amoy had been made through a man named Richardson.

At the conclusion of the questions, prisoner was sworn and said the answers he had given were true.

In answer to Mr. Lamme he said he was last in the Philippines in December 1902.

His Honour again reserved his decision.

His Honour—In the matter of the application of Governor Taft for the return of W. H. Ballantine, Ballantine applied for his release, and a writ of Habeas Corpus was granted. The Court now delivers the following decision:—

At the beginning of our Government it was seen that provision must be made, if we were to be a nation, that persons accused of crime in any part of the Union must be sent back for trial should they flee to any other part of the Union. Accordingly, Art. IV, Sec. 2, Clause 2, of the Constitution of the United States declares that "A person charged in any State with treason, felony, or other crime, who shall flee from justice and be found in another State, shall on demand of the executive authority of the State from which he fled, be delivered up, to be removed to the State having jurisdiction of the crime."

Congress provided a method to be used in making requisition from one State or Territory to another by enacting Sec. 5278 Revised Statutes—"Whenever the executive authority of any State or Territory demands any person as a fugitive from justice, of the executive authority of any State or Territory to which such person has fled, and produces a copy of an indictment found or an affidavit made before a magistrate of any State or Territory, charging the person demanded with having committed treason, felony, or other crime, certified as authentic by the Governor or chief Magistrate of the State or Territory from whence the person so charged has fled, it shall be the duty of the executive authority of the State or Territory to which such person has fled to cause him to be arrested and secured, and to cause notice of the arrest to be given to the executive authority making such demand, or to the agent of such authority appointed to receive the fugitive, and to cause the fugitive to be delivered to such agent when he shall appear. If no such agent appears within six months from the time of the arrest, the prisoner may be discharged. All costs or expenses incurred in the apprehending, securing and transmitting such fugitive to the State or Territory making such demand, shall be paid by such State or Territory.

The section, counsel for Ballantine desires to apply in its strictness to this case, and argues that the omission in the requisition of a certificate of authenticity of the accusing affidavit makes the requisition papers so irregular that the requisition cannot be granted. The section quoted above was enacted February, 12th 1793, when only "states" and "territories" existed under the American flag. In this case the requisition is from a "possession" of the United States to an "extraterritorial jurisdiction" of the United States. The conditions of this case are novel and an Act of Congress contemplating different conditions cannot be imported verbatim to govern action in the new conditions. The Consititutional provision must be studied and the intent of its makers must be carried out as we understand it. The more carefully one studies its provisions in the light of our development the more clearly it is seen that the intent was, as I have first stated, that no man accused of crime in any place under our sovereignty can obtain security by fleeing to any other American jurisdiction. If Section 5270 R.S. is to be considered as determining absolutely and to the letter the only method of extradition between American jurisdictions in China the intent of the Constitution would be made of no avail, for then a fugitive could not be sent back from one consular district to another, as the consular districts are neither state nor territory.

The possibility of unforeseen conditions has been provided for in the laws establishing consular courts and their jurisdictions. Congress in creating extraterritorial jurisdiction in certain foreign countries realised that the United States Statutes could not specifically provide for all exigencies and conditions which might arise, and therefore provided (Sec. 4086 R. S.) that the laws of the United States shall be extended over all citizens of the United States in these countries, so far as they are suitable to carry the provisions of the Treaties into effect. Common law and the laws of equity and admiralty supplement the Statutes and the Minister to any one of the countries where extraterritorial rights exists is authorised to make regulations with the force of law, (1) where the above named laws are not

adapted to the exercise of the judicial authority conferred by the statute, or (II) where they are deficient in the provisions to provide suitable remedies. Such regulations were made for Consular Courts in China by Minister Burlingame in 1864 and have received practically no revision since that time. No hardship has arisen from lack of revision of these rules, for new conditions were provided for by Rule 92, which is exceedingly broad in its provisions and, in its requirement of "substantial justice" in the decisions of Consular Courts, relieves these courts from the embarrassment of legal technicalities which, made for established conditions in the United States, might be used to defeat justice in the new and changing conditions of the Orient.

We must then go behind any statute and consider the intent of the makers of the Constitution which is interpreted to be that a fugitive from justice charged with crime in any American jurisdiction must be returned from any other such jurisdiction upon a demand from the chief magistrate of the jurisdiction where the crime is charged.

In this case Ballantine is charged with crime committed in Manila against the laws of the United States, extended to the Philippine Islands. The accusing affidavit was made by the Collector of the Port of Manila, a responsible officer of the Island Government. The Court of Customs Appeals ordered a warrant issued for probable cause. The Governor of the Philippine Islands by written requisition, with the above papers attached, has asked the delivery of Ballantine to his agent. By granting this request I do not pass on Ballantine's innocence or guilt. That is the province of the Court where the crime is alleged to have been committed. This court can only determine cases arising within this consular district.

That Ballantine is a fugitive, his own testimony plainly shows. He testified in this Court that he came to Shanghai because he feared arrest in Amoy.

I must therefore refuse Ballantine's prayer for release and I hereby order the Marshal of this Court to deliver W. H. Ballantine to the custody of Gus. Duvall, Agent of W. H. Taft, Governor of the Philippine Islands, to be taken by said Duvall to Manila according to the requisition in this matter.

Mr. Lamme entered an exception to the ruling of the Court, and asked that it should be entered as having been made in open Court. He also applied for a certified copy of the judgment.

His Honour noted the exception, and promised that a certified copy of the judgment would be prepared as soon as possible.

Mr. Lamme then asked that Ballantine should be allowed to remain out on bail until such time as his steamer sailed.

In reply to his Honour, Mr. Duvall said that he expected to sail at 3 p.m. that day. He had no objection to accused remaining on bail until that time.

Mr. Lamme objected at the prisoner being removed on such short notice, especially as he had a young wife to look after, and make arrangements for.

His Honour—I have turned the prisoner over to the representative of the Governor of the Philippines. If you can make arrangements with him to sail at a later date, well and good. Bail will be continued only subject to his consent.

After some discussion it was agreed that Ballantine should be allowed out on bail until 2 p.m., when he was to meet his custodian at the Consulate with his wife. The latter would then have the bail which she had deposited returned to her.

Shanghai, October 3~~0~~1 1903.

W. D. Ballantine,

To The U.S.Court for the Consular District of Shanghai,Dr.

- -

To costs in the hearing of Ballantine's prayer for
r elease under Writ of Habras Corpus:-

To Docket Case	1.00
" Verifying and filing Petition for Writ of H.B.	2.10
" Writ of Habras Corpus.	1.50
" (3) Hearing fees. (Government) @5.	15.00
" (3) Court Attendance Marshal @3 Crier @1.	12.00
" Filing judgment.	10
" 2 notices of hearing (issue & serve & return(@1.75	3.50
Gold	$35.20
£2.14 = Mexican $	75.30
Stenographer	15.00
	$90.30

Approved Oct. 30. 1903.
(sgd) John Goodnow,
Consul Gen'l,U.S.A.

Received Payment,
(sgd) Geo. A. Derby,
U. S. Marshal.
Shanghai.

The above bill was paid by G. F. Lamme, Attorney for Ballantine who protested against the payment by Ballantine or his Attorney.

(sgd) John Goodnow,
Consul General U. S. A.
October 31. 1903.

Shanghai, October 31st 1903.

W. D. Ballantine,

To The U.S.Court for the Consular District of Shanghai,Dr.

To costs in the hearing of Ballantine's prayer for
r clause under Writ of Habeas Corpus:-

To Docket Case 1.00

" Verifying and filing Petition for Writ of U.S. 2.50

" Writ of Habeas Corpus. 1.00

" (3) Hearing Fees. (Government) 3s. 15.00

" (3) Court Attendance Marshal 3S Crier 3I. 12.00

" Filing Judgment. 10

" 2 notices of hearing (Issue & serve & return(3d.7s 3.50

Cost $50.50

$2.14 = Mexican $ 75.50

Approved Oct. 30. 1903. Stenographer 15.00

(sgd) John Goodnow, $90.50

Consul Gen'l,U.S.A.

Received Payment,

(sgd) Wm. A. Derby,

U. S. Marshal.

Shanghai.

The above bill was paid by W. P. Lamme, Attorney for
Ballantine who protested against the payment by
Ballantine or his Attorney.

(sgd) John Goodnow,

Consul General U. S. A.

October 31. 1903.

CONSULAR BUREAU
DEC 4 1903
DEPARTMENT OF STATE

To Mr. Rockhill

3rd. ASST. SECRETARY
DEC 4 1903

Com. Rel. file
Seen WR

No. 549

Consulate-General of the United States,

Shanghai Oct 30, 1903.

Mr. Goodnow

To the Department of State.

CHIEF CLERK,
DEC 4 1903
Department of State.

Subject:

re the Treaty between the U.S. & China

Answered by [illegible]
Dec 7/03

Abstract of Contents.

Editorial from the "North China"

INDEX BUREAU
DEC 9 1903
FILED

No. 549

Consulate-General of the United States,

Shanghai October 30th , 1903.

Honorable H. H. L. Peirce,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith(in duplicate) a recent communication to the North China Daily News quoting an editorial in the "Novi Krai" on the Treaty between the United States and China.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

RUSSIA AND THE AMERICAN COMMERCIAL TREATY.

(From our Port Arthur Correspondent.)

Port Arthur, 6th October.

The Russian officials in Port Arthur object very strongly to the Treaty of commerce recently concluded between the United States of America and China—public opinion here is, at least, very strongly opposed to it. The Russians think that Manchuria lies within their sphere of influ nce and that China ought to enter into no engagements concerning it with a third party without first consulting Russia. They also think that, as their only means of reimbursing themselves for their enormous expenditure in connection with the Manchurian Railway and in connection with Dalny and Port Arthur lies in having the exploitation of Manchuria in their own hands, China has no right to open Moukden or Antung, for this opening will only tend to paralyse the Manchurian Railway.

An Angry Editorial.

The "Novi Krai" accordingly writes an angry editorial on the subject in its issue of last Sunday. It says:—

"A treaty of Trade and Navigation" has been concluded between China and the United States of North America..... We do not reproduce the whole text of the treaty to-day but we do reproduce for the benefit of our readers that part of it which directly injures the interests of Russia.

"In No 87 of the 'Novi Krai,' that is on the 3rd of April last, we pointed to the important increase which had been made in such a demonstrative way in the Pacific Squadron of the United States under the command of Admiral Evans. Our supposition with regard to the aggressive intentions of the United States Government has been proved to be correct. The result of the policy pursued here in the Far East by the Americans during the last two months is the objectionable treaty which now sees the light of day. America now shows her cards. Ordinarily, of course, a treaty of trade and commerce concluded between two independent Powers does not provoke any objection on the part of other Powers, and the treaty under discussion would provoke no objection from us were it not for the fact that one of the article of it (Article XII) tends to injure Russian interests in Manchuria.

The Objections.

"In the first place that article touches on a part of the Chinese Empire which, in virtue of the mutual relations of Russia and China for the past few years, is not in a free condition. In other words this territory is occupied by Russia and will continue in this condition till Russia has finally settled all outlying questions relating to her rights there.

"In the second place, China gave Russia the right to construct railways all through Manchuria, these railways finding an outlet in the sea at Dalny, and granted her the right commercially to exploit these lines (as a means to reimburse her for her outlay). China also guaranteed that no other Power would be allowed to start in this territory any commercial undertaking which would tend to injure the Manchurian Railway. This guarantee extended to the River Liao over which no foreign Power could construct a bridge and it even extended to Newchwang.

"Therefore Russia cannot, till definitive rules for regulating the freight on the Manchurian railway have been drawn up and till full regulations are made in connection with the Port of Dalny,—Russia cannot, we say, admit the 'Open Door' policy in Manchuria for the benefit of foreign nations, and more especially in the case of Moukden, the centre of that great water estuary,—the Liao, which empties itself into the sea at the port of Newchwang.

Manchurian Railway Threatened.

"By what capable Americans China was forced to sign such a treaty without the knowledge of Russia we do not know, but it is not necessary to be very perspicacious in order to understand that the untimely opening of Moukden to international commerce will, on account of the river running between Moukden and Newchwang, make the former port spring at once into great commercial importance and paralyse the commercial importance of the Chinese Eastern Railway and the port of Newchwang.

"Here is one out of many proofs that it is impossible for our troops to leave Manchuria. As long as Manchuria is occupied by our soldiers it will be possible for us to make sure that Article XII of this treaty will not be ratified or that, if it is ratified, it will be altered in such a way as to save Russian interests the blow they would otherwise sustain."

CONSULAR BUREAU.

No. 1

DEC 4 1903 DEPARTMENT OF STATE

INDEX BUREAU RECD DEC 1 03 DEPT OF STATE

3rd ASST. SECRETARY. DEC 4 1903

Consulate-General of the United States,

Shanghai Oct 30, 1903.

Mr. Goodnow

To the Department of State.

Subject:

In re the case of Laleaca vs Ichael et al.

Report of case

INDEX BUREAU DEC 7 1903 FILED

No. 2

Consulate-General of the United States,

Shanghai Oct 30, 1903.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate) case of Lalenea vs Israel Mathews -

I am, Sir,

Your obedient servant

John Goodnow

Consul General -

U. S. CONSULAR COURT.

Shanghai, 28th October.

Before JOHN GOODNOW, Esq., Consul-General, Acting Judicially.

CAWAS LALCACA v. A. J. ISRAEL, G. H. BEECHER, and J. WREN individually, and the AMERICAN ORIENTAL COMMERCIAL Co., collectively.

Defendants as managers of the California Hotel were sued by Dr. Lalcaca for the sum of Tls. 220 (Tls. 170 for surgical dressings and attendance and Tls. 50 for an operation on 23rd June). Defendants denied their liability.

Mr. G. F. Curtis, who appeared for defendants, asked for an adjournment, on the grounds that Mr. G. H. Beecher was away ill and was not expected to be back for 12 days. Mr. Wren was not a member of the American Oriental Commercial Co., and as the summons in his case had been sent and not delivered in person it was probable that his absence was accounted for by the fact that he had not yet received it.

Dr. Lalcaca opposed an adjournment, as, he said, the case had been pending for over six weeks.

Mr. Curtis said that the Marshal had given his clients to understand that the case would be adjourned for 12 days.

Mr. G. A. Derby said that this was absolutely untrue.

His Honour remarked that as Mr. Beecher was not able to be in Court judgment could not be given against him, and if Mr. Wren's testimony would be of value he could be sent for. Meanwhile the case would be proceeded with.

Dr. Lalcaca, sworn, deposed that he was a British subject and a medical practitioner. In the early morning, between 12 and 1, of the 24th of June his house bell was rung. He went to see who was there, and one of the defendants, presumably Mr. Israel, said that there was some man very badly hurt who wanted assistance. They brought in a Chinese, who was an employee of theirs. He was bleeding all over. Mr. Wren and another Chinaman were helping to carry the wounded man. Mr. Beecher came in later on. They explained that the man had been set upon by some people. Witness examined his injuries and found that he was badly cut in the head. As far as he could remember he was told that the affray occurred in Sicawei Road near the Hotel. The mans was bleeding very badly and witness had great difficulty in stopping the flow. Being Chinese the injured man would not allow his queue to be cut off, so that it was very difficult to clean the wound. Witness was working over two hours at dressing his wounds. Defendants were very anxious to know if there was any chance of the man dying. Witness told them it was difficult to give an opinion, and ordered the man to be at once removed to his house and kept quiet. He would come round and attend him there he said. Witness visited him at his own house several times and later, when the man got better, he used to come to witness's residence to be attended to. After about a month he was completely cured. In the meantime the American Oriental Commercial Co. changed into new offices on the Bund. Witness sent the bill in and his shroff called several times but the money was not paid. He then called himself to try and see them, but only saw a man called Brasch. Brasch said that the man had only been treated for humanity's sake. Witness saw Mr. Beecher later on, when the latter called at his house and asked witness if he would not take part of the money from him and get the rest from the Chinaman. Witness told him that he had brought the man round and was therefore responsible. Mr. Beecher refused to pay and told witness to go and do what he liked about it. On the bill which he rendered he had only charged half fees. When defendants treated him like this, however, he summoned them for the full amount. He charged them Tls. 170 instead of 85 for medical attendance, and the operation fee he left the same as in the first account.

By His Honour—Mr. Israel asked him to attend to the man. Witness told him that the Chinaman would have to be kept quiet in his house and that he (witness) would have to come out to see him. Witness had not seen Mr. Israel since then. In a case of this kind, where internal injuries were suspected, it was not usual to ask, or receive, definite instructions as to continuing to look after the case. The Chinaman had been hit about on the head and the body. Some of the wounds were very serious. As far as witness could remember he was told that the man was set upon when coming out of the hotel.

By Mr. Curtis—Mr. Israel explained the case to witness. Mr. Wren was there. Witness knew there was a Chinese hospital in Shantung road. He did not remember Mr. Israel saying that he had brought the Chinaman because he did not know anywhere else to take him. The person who brought the wounded in was always responsible unless witness knew the patient. Witness was asked to look after the man and that necessitated frequent visits. If the fact that he had attended the Chinaman was disputed he could call his servants to prove it.

Arthur J. Israel, sworn, said that his partners in the American Oriental Trading Co. were Messrs. C. W. and J. W. Franklin. At the time this affair took place witness was out at the California. About 1 o'clock the Chinese shroff, a man who took charge of the cash register, came back into the place very badly cut. The Company had a part interest in the hotel. The man could not explain what was the matter with him, and witness tried to fix him up. As, however, he still bled badly witness suggested that the man should get his friend to take him to a Chinese doctor. He asked for a foreign doctor. Witness did not know the address of any doctor, except Dr. Lalcaca, whose house was next door to witness's office. Witness and Mr. Wren therefore went to that address in a carriage, whilst the Chinaman accompanied by a friend followed in another. Mr. Beecher came on a little later. When they got to the doctor's residence witness told the doctor that he had a wounded man. He said that he had brought him there because he (witness) happened to live next door. The injured Chinaman, was brought up and everything got ready. Witness did not like the sight of blood, so he left the room, but Mr. Wren stayed and helped the doctor. Witness emphatically denied having promised to pay the doctor's bill.

By Mr. Curtis—Witness told Dr. Lalcaca that he brought the man there because he did not know anywhere else to take him.

Mr. Curtis said that he was informed and believed that Mr. Beecher was not served with the complaint. He was instructed to ask for a remand until the morrow, as he could not guarantee to get Mr. Wren in Court before then.

His Honour granted a continuance until the next day at 10.

U. S. CONSULAR COURT.

Shanghai, 29th October.

Before JOHN GOODNOW, Esq., Consul-General, Acting Judicially.

CAWAS LALCACA v. A. J. ISRAEL, G. H. BEECHER, and J. WREN individually, and the AMERICAN ORIENTAL COMMERCIAL Co., collectively.

This case was resumed.

A. J. Israel, recalled, identified bills produced as those which had been rendered to his firm by Doctor Lalcaca. One was for Tls. 135, and in the other Tls. 220 had been charged for the same attendance.

By Complainant—Witness did not authorise any offer for payment. He was not aware that Mr. Brasch had offered to pay part of the amount. He did not know that the doctor had gone on attending to the Chinaman until the bill came in. He was not personally aware that complainant had gone on attending the injured man at his own house, or that when the Chinaman got better he came to complainant's house to be treated. He was aware of all the business of the firm, but had not heard of an offer being made. He did not remember hearing the doctor say that it was a very bad case and that it would take a great deal of time and care and cost a lot of money to effect a complete cure.

By his Honour—When the bill rendered by complainant first came into the office it was sent to Mr. Brasch as he knew Dr. Lalcaca, whereas witness did not know anything about him until he took the injured man in. He was not aware what took place between Dr. Lalcaca and Mr. Beecher. Witness had never personally refused to pay the bill.

John W. Wren, sworn, said that he was a salesman, at present unemployed, but that he had been interested in some entertainments in Jessfield Inn. On the night in question he was a guest at the California Hotel. Just as he was leaving someone had something to say about a Chinaman who was hurt. Witness understood that he was hurt on the road, outside the hotel. Mr. Israel was there alone with witness, and he and witness took the Chinaman in a carriage and drove him to Dr. Lalcaca's place. Mr. Israel went upstairs, and a few minutes later shouted, "All right, bring him up." Witness helped to carry him up. They put him in a chair and while the doctor was dressing the man witness helped. Witness stayed there about 15 minutes and then went home. While he was in the room the conversation was only about the wounds.

By Mr. Curtis—There was nothing said about fees. Nor was anything said about future visits to the Chinaman. Mr. Israel was in another room. Witness never said a word to the Doctor about his bill.

By Dr. Lalcaca—When witness first heard about the accident he was in the California Hotel. The Chinaman was in the bar-room and when witness got there the steward was bathing his head. Witness did not hear plaintiff say that it would take a long time and cost a lot of money to cure the man.

Mr. Israel, questioned by his Honour, said that he had never seen the injured Chinaman since that day. He did not know the man's address.

Dr. Lalcaca said that he obtained the address from one of defendants' employees. The address was sent to him according to arrangement. He thought it was their compradore who furnished it.

Mr. Israel, questioned by his Honour, said that he was not aware that any offer had been made by his firm to plaintiff. He had never ordered the compradore to deduct money from the injured man's wages.

George A. Derby, sworn,—Mr. Beecher, and, I think, Mr. Franklin came into the Consulate one morning, and said that they had made an offer to pay Tls. 50 down and that their compradore should reserve a certain sum of money per month

until the full amount was paid. It was Mr. Beecher who did the talking. To the best of my knowledge Mr. Franklin was present. They said that the doctor had refused to accept this offer. I have not prepared, nor have I any personal interest in this case. I do not know whether anyone else was present when this conversation took place. It was after the filing of the complaint.

Mr. Franklin, sworn, said that he was not present at any time when Mr. Beecher had said that the above offer had been made. He was with Mr. Beecher in the office, when a postponement was asked for in order to allow the latter to go away. Mr. Derby said that he would see Mr. Goodnow, and that he thought it would be all right.

Dr. Lalcaca said that it seemed to him that Mr. Israel must have been aware of the offer being made, and also that he must have been cognisant of what was going on, as he was in the same firm as Messrs. Brasch and Beecher.

Mr. Curtis argued that when a person, at the point of death was taken to a doctor, that person, and no one else was responsible for the fees, and had the man been a rich man, and died, the fees would have been taken out of his estate. He said that the doctor should have applied to the Chinaman for payment, and that had he done so he would probably have got the money as most Chinese shroffs can raise a few hundred taels when necessary. Moreover Chinese were very honourable in paying their debts. It was quite opposed to all legal principles for the doctor to alter his bill to a larger amount when he had once rendered it for Tls. 135, and could only be construed as showing animus on the part of the plaintiff.

His Honour—The testimony has shown that the man who was hurt—in some extraordinary way which I have not been able to understand—was a shroff at the California Hotel in which these gentlemen were interested. After hearing the testimony I have decided to dismiss the case against Wren and the American Oriental Commercial Co. and give judgment against A. J. Israel for Tls. 135 with interest at 6 per cent from 23rd July and costs of proceedings.

Mr. Curtis took exception to this judgment.

CONSULAR BUREAU
DEC 4 1903
RECD. DEC 1 1903
3rd ASST. SECRETARY
DEC 4 1903

No. 590

Consulate-General of the United States,

Shanghai Oct 31, 1903.

Mr. Goodnow

CHIEF CLERK,
DEC 4 1903
Department of State.

To the Department of State:

Subject: To Mrs Lewis
of Wm Jaffe
Rec'd 12/5/03
Ans Dec 7/03
Who long has this been delayed?

Abstract of Contents.

Jaffe

Re of estate -

INDEX BUREAU
DEC 8 1903
FILED

No. 550

Consulate-General of the United States,

Oct 31 Shanghai, 1903.

Honorable H H D Peirce

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to yrs #363 of July 28th and 364 of Aug 11th both concerning the death and estate of John Howe: - I must regret that the papers in this matter were pushed to one side and forgotten by me in the stress of other work. Mr Derby wrote to Mr Taft N.Y. City but did not know the exact address.

I inclose the papers in this estate - You will see that I have examined coat and diamond ring, and this #7 which I will forward to whoever is the heir.

I am, Sir, Your obd't servant

John Goodnow
Consul General U.S.A.

Rec'd Left Aug 26
Sent Home July 21
" Oct 30

378 Oct 29/03 to S

381 Dec 8

(Form No. 192.)

Report of the Death of an American Citizen

Consular Service, U. S. A.

Oct 3, 1903

Name: John Howe

Native or naturalized: native

Date of death: July 20th 1903.

Place of death: Geleral Hospital, Shanghai

Cause of death: Pneumonia

Disposition of remains: buried

Local law as to disinterring remains in case it is desired to bring them home:
can be done

Disposition of effects: sold at Public auction
except one diamond ring and one overcoat.

Address of family: Mrs Daft New York N. Houston St.

Family notified: Yes.

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 195 Vol. VIII.

Remarks:

[SEAL.]

Consul-General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.

AT

SHANGHAI, CHINA

Report of the Death of an American Citizen

Enclosure No......*in despatch*

No......

....., 190....

Estate of John Howe, deceased. Inventory and Appraisement.

1opimm lamp	U.S.G.$	.40
1Mug and brush		.10
10 pair cuffs		.30
4 nectyes		.20
5 collars		.10
2 pair shoes		.50
1 hat		.20
13 pieces underclothing		1.30
23 pieces white duck clothing		2.30
9 white shirts		.45
1 bath robe		.20
2 coats		1.00
5 pair pants		1.00
7 vests		1.00
1 box		.50
		9.55

1.D.Ring $60.00
1 overcoat 15.00
75.00

Appraised to the best of our knowledge and opinion.
Chas Shimmann.
Thos. F. Earle

Paid for funeral expenses	Mex.$	207.05
" washman		1.00
" Shanghai General Hospital		12.25
		220.30

Received from sale of above	Mex.$	22.65
" cash on hand		205.00
		227.65

Balance due Estate Mex.$ 7.35, and the Diamond Ring and overcoat as above. Vouchers for above here.

CONSULAR BUREAU
No. 551
CONSULAR BUREAU DEC 4 1903 DEPARTMENT OF STATE
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2d. ASST. SECRETARY. DEC 4 1903
DEC 4 1903 BUREAU
CONSULAR BUREAU DEC 5 1903 DEPARTMENT

Consulate-General of the United States,

Shanghai Oct 31, 1903.

Mr. Goodnow

To the Department of State.

CHIEF CLERK,
DEC 4 1903
Department of State.

Subject:

Chinese tariff -

Copy & 5 enl sent to Mr Sharretts 12/7/03

Abstract of Contents.

Asking reference French proposals to Genl Sharretts -

File

INDEX BUREAU DEC 8 1903 FILED

No. 551

Consulate-General of the United States,

Shanghai Oct 31, 1903.

Honorable H. H. D. Pierce

Assistant Secretary of State,

Washington, D. C.

Sir:

Acknowledging receipt of your #371 of Sept. 24 answering my #541 of Aug 26 regarding the French proposals of changes in the Chinese tariff:— I beg to request that my #541 be referred to Hon P. S. Sharretts, who had charge of negotiating that tariff, with the request that he ~~furnish~~ give an opinion of the effect of the proposed changes on American interests.

I am, Sir,

Your obd't servant

John Goodnow

Consul General.